

2010, by and between WYNDHAM VACATION RESORTS, INC., 8427 SouthPark Circle, Orlando, Florida 32819, a Delaware corporation formerly known as Fairfield Resorts, Inc., hereinafter referred to as "SELLER" and [REDACTED] HUSBAND AND WIFE, Member Number: [REDACTED] USA hereinafter referred to as "BUYER", WITNESSETH:

The above designated SELLER agrees to sell, and the BUYER, agrees to purchase for the purchase price of \$14,200.00, together with interest and closing costs as hereinafter provided, a 84,000/203,376,000 undivided fee simple interest in the Units in BLDG. 31, PHASE X ("Property") of FAIRFIELD SMOKY MOUNTAINS II ("Condominium"), a horizontal property regime located in Sevierville, Tennessee, according to the plat filed or to be filed of record in Sevier County, Tennessee, subject to all provisions thereof and those contained in the Master Deed for Fairfield Smoky Mountains II ("Master Deed") recorded in official records Book 2049, Page 627 in the Register of Deeds Office in Sevier County, Tennessee, including all amendments and supplements, if any. The use, occupancy and possessory rights in and to the Property have been previously subjected to the FairShare Vacation Plan Use Management Trust Agreement ("Trust Agreement"), as amended and restated, pursuant to the FairShare Plus Vacation Ownership Assignment Agreement and Use Restriction ("Assignment Agreement") recorded or to be recorded in the Public Records of Sevier County, Tennessee. The FairShare Vacation Owners Association ("Association") serves as trustee (in such capacity, the "Trustee") under the Trust Agreement. The FairShare Vacation Plan ("Plan") established by the Trust Agreement is commonly known as the CLUB WYNDHAM® Plus Program ("CLUB WYNDHAM Plus").

BUYER shall be assigned 84,000 Points ("Points") which Points are symbolic of BUYER'S Property interest and are to be used by BUYER in reserving the use of the Property through CLUB WYNDHAM Plus pursuant to paragraph 13 below.

### 1. INSTALLMENT NOTE

For value received BUYER(S), jointly and severally, promise to pay to the order of SELLER, its successors or assigns, the sum of: \$11,573.73 together with interest at the ANNUAL PERCENTAGE RATE OF 17.49% payable over 120 installments at \$206.09 per month, beginning 01-29-2011 and on the same day of each successive payment period thereafter until the whole amount is fully paid. Payments are applied first to interest then to reduce the principal balance due. Interest will begin to accrue on the date hereof. All provisions contained herein shall survive the execution, delivery and recording of the Corporation Deed ("Deed").

Title insurance charges in the approximate amount of \$0.00 and filing fees of \$110.00 shall be due and payable by BUYER in conjunction with, and prior to delivery of Deed. The exact amount of filing fees plus title insurance charges will be determined after BUYER has paid the Contract in full and prior to delivery of Deed.

A processing fee of \$349.00 shall be due and payable upon the signing of this Contract.

PURCHASE PRICE	\$14,200.00	PROCESSING FEE	\$349.00
CASH DEPOSIT	\$2,975.27	OTHER PAYMENT	\$0.00

Wyndham Vacation Resorts, Inc. is the "Creditor." See BUYER'S "Truth-in-Lending Disclosure Statement."

### 2. ANNUAL ASSESSMENT

BUYER understands and agrees that upon execution of this Contract, BUYER shall become a member of the Governor's Crossing Property Owners Association II, Inc. (the "POA") and shall be responsible for BUYER'S pro rata share of common expenses, assessments and any and all other expenses ("POA Fee") incurred in the operation of the Condominium pursuant to the Master Deed during BUYER'S ownership of the Property. BUYER shall also become a member of the Association and shall be responsible for an annual Program Fee ("Program Fee") payable to the Association for BUYER'S share of the expenses associated with the maintenance and operation of the FairShare Vacation Plan Use Management Trust ("Trust"). All amounts payable by BUYER to the Association and the POA shall be paid by BUYER in one annual CLUB WYNDHAM Plus Assessment of the Association to the Trustee, as described in the Trust Agreement. The Plan Manager will then remit the appropriate amounts to the POA and the Association. BUYER agrees that the obligation to pay the POA Fee to the POA shall remain their personal obligation to the POA, notwithstanding the fact that it will be paid as part of the annual CLUB WYNDHAM Plus Assessment.

The annual CLUB WYNDHAM Plus Assessment (includes both the POA Fee and Program Fee) for the current calendar year based upon the purchase of the above referenced Property is \$313.32, payable in advance in monthly installments through an approved Auto Pay Plan. The annual CLUB WYNDHAM Plus Assessment, the amount, manner of payment, and the due date(s) are subject to change and shall be determined annually by the Trustee in accordance with the Master Deed and Trust Agreement.

In the event of a default under the terms of this Contract, all annual assessment sums paid in advance by BUYER shall be forfeited and retained by the Association.

### 3. BUYER'S ACKNOWLEDGEMENTS

BUYER, by execution of this Contract, does represent that BUYER is of legal age and that BUYER has received a copy of this Contract and understands the conditions of this Contract. BUYER HAS FURTHER AGREED THAT THE PROPERTY WILL NOT BE USED AS BUYER'S PRINCIPAL RESIDENCE. BUYER does further acknowledge, agree and warrant that the purchase of this undivided ownership interest is made for BUYER'S personal use with no expectation of deriving any profit or tax advantage therefrom whether through income, appreciation or otherwise and that there have been no representations concerning rentals, rent returns, tax advantages, depreciation or investment potential or other monetary or financial advantages and that none of such things have been represented to BUYER by SELLER, its agents, employees or associates. BUYER acknowledges that the Points assigned to BUYER'S Property interest are symbolic of said interest and have no intrinsic value.

SELLER has submitted the real property as hereinabove designated, and the building situated thereon, to the provisions of the Tennessee Horizontal Property Act, Tennessee Time-share Act, the Master Deed, and the Trust Agreement. The Master Deed and Trust Agreement allocate the Unit(s) and the BUYER'S undivided ownership interest therein and specifies BUYER'S voting rights, assessments and other obligations as an owner of an interest in the Condominium. BUYER understands and agrees and expressly consents that BUYER will be a member of the POA and agrees to be bound by the rules and provisions of such POA, and the Master Deed and Bylaws referred to herein, including a plat reflecting the accurate locations of the Unit(s) in the building.

BUYER understands that BUYER'S Property interest will be determined for all purposes by reference to the plat and the Master Deed. BUYER understands and agrees that the Master Deed shall grant to the Board of Directors of the POA and the Board of Directors of the Association the right to place liens upon the Property, of which the undivided ownership interest is a part, should BUYER be in default or fail to pay annual assessments when due. BUYER acknowledges that the annual CLUB WYNDHAM Plus Assessment described herein shall be used exclusively for the operation and administration of the Trust and the POA and that no portion of BUYER'S purchase contract payments are to be allocated to such funds. BUYER further acknowledges that BUYER'S use of the units and BUYER'S Property interest is subject to the terms and conditions of the Trust Agreement.

BUYER acknowledges, by executing this Contract, that SELLER will assign this Contract to one or more of SELLER'S lenders pursuant to financing arrangements with those entities. This Contract is not assignable by BUYER.

EXHIBIT

5

This loan is part of Collateral  
under a Collateral Agency Agreement,  
dated as of January 15, 1998, as  
amended by [REDACTED] the Collateral  
Agent (as defined herein) and the

EXHIBIT

ID

EV

DATE: 1-11-16

Title to the property will be retained by Fidelity Title Insurance Company, a California company as Nominee pursuant to a Title Clearing Agreement as security for BUYER'S obligation herein. Upon full payment and performance by BUYER of all the covenants and agreements herein contained, the SELLER shall cause to be delivered to BUYER a Title Insurance Policy, if elected by BUYER, and a Deed conveying title free and clear of all encumbrances excepting only oil, gas and mineral rights, and covenants, restrictions and easements set forth in the recorded Plat, the Master Deed, and the Trust Agreement, as amended and restated. Provided however, if BUYER has completed all payments and obligations pursuant to this contract prior to completion of construction of the Condominium Unit described herein, delivery of the Deed will occur after all necessary documents as may be required by law have been recorded. BUYER'S failure to pay assessments when due may result in the SELLER retaining BUYER'S Deed until all assessments are brought current.

All payments shall be made on or before the due date to SELLER at 10750 West Charleston Blvd., Suite 130, Las Vegas, NV 89135 or at such other place and to such authorized agent as SELLER may designate. All payments made by BUYER shall be protected by a surety bond held by the Tennessee Real Estate Commission until expiration of the applicable rescission period. If BUYER shall be in default for a period of 30 days in the payment of any periodic installment on this Contract (45 days if BUYER has paid more than 50% of the principal amount of the contract), SELLER may at its option (1) terminate this Contract by mailing to BUYER notice in writing of its election to do so, (including in said notice the amount then due under the Contract and the expiration date of the grace period), sent by registered or certified mail. If within 30 days after SELLER so mails such notice BUYER does not pay in full all installments then in default (i) all rights of BUYER hereunder in and to the Unit(s) described in this Contract, including the Points assigned to BUYER'S Property and all reservation rights in the Plan shall cease and terminate, and (ii) all payments made on account of the purchase price including interest may be retained by the SELLER as liquidated damages for breach of this Contract or SELLER may at its option (2) declare the entire remaining unpaid balance of purchase price plus accrued interest thereon due and payable, and the SELLER shall be entitled to reasonable attorney's fees and all costs of collection, including court costs incurred in connection with the default of BUYER. Failure to exercise any option shall not constitute a waiver of the right to exercise same in the event default shall continue or again occur. In the event this Contract is recorded and BUYER is in default and SELLER exercises its option to proceed pursuant to subparagraph (1)(i) above, then in such an event BUYER specifically authorizes SELLER to file a Certificate of Default in the Office of the Register of Deeds for Sevier County, Tennessee, thereby terminating BUYER'S interest, which notice may be relied upon by all subsequent purchasers.

## **5. CONSTRUCTION OF UNITS**

The Property is complete.

## **6. MODIFICATIONS AND CHANGES**

Notwithstanding paragraph 9, SELLER reserves the right to make changes in the Master Deed for the purpose of correcting errors in the preparation and filing of all documents relating to the Condominium where necessary to establish the validity and enforceability of the Master Deed. SELLER reserves the right to add or substitute additional properties to the above referenced Master Deed provided, however, that no change, modification or addition shall in any manner affect BUYER'S percentage interest or ownership in the Unit or group of Units described above. BUYER agrees that any amendments, additions or changes shall be at the sole discretion of SELLER.

SELLER further reserves the right to amend the Trust Agreement, along with the necessary parties, to, among other things, clarify provisions of same and add additional real property or undivided interests. Notwithstanding paragraph 9, SELLER further reserves the right to make clerical or typographical corrections in this Contract and in any documents related hereto.

## **7. FURNISHINGS**

Although all models are for display purposes only, the herein described Unit(s) shall have furniture, appliances, equipment and all accent furnishing substantially similar to, or of equal quality to, those shown or used in the models. Furnishings may be owned or leased by the Board of Directors or by the Trustee, for the use and benefit of all of the owners. The entity or entities having ownership thereof shall be responsible for maintaining and/or replacing such furnishings within each Unit.

## **8. MANAGEMENT AGREEMENT**

BUYER understands and agrees, by virtue of BUYER'S purchase of the aforesaid undivided ownership interest, that BUYER has consented and shall remain a member of the POA and the Association. The POA, through its property manager, is organized for the purpose of operating the Condominium, maintaining the common elements, and collection of common expenses of owners. As a member of the POA, the BUYER officially authorizes the Board of Directors of the POA to enter into a Management Agreement with a Managing Agent to act on behalf of the POA. By signing this Contract, BUYER ratifies and approves the Management Agreement between the POA and the Managing Agent and agrees to be bound by the terms and conditions of that Management Agreement. BUYER hereby specifically authorizes the property manager on behalf of the POA to enter into a Management or Operating Agreement with the Plan Manager or other entity by which such firm may act on behalf of the Association and said BUYER ratifies and approves same and agrees to be bound by the terms and conditions thereof. The Trust Agreement specifies the Plan Manager as the entity responsible for operating the CLUB WYNDHAM Plus Program and as such an agreement with the Plan Manager to provide the services necessary to operate the CLUB WYNDHAM Plus Program has been entered into with SELLER and will continue until SELLER is terminated as Plan Manager.

## **9. BINDING EFFECT**

This Contract is binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Contract will supersede any and all understandings and agreements between the parties hereto, and it is mutually understood and agreed that this Contract represents the entire agreement between the parties hereto, and no representations or inducements prior hereto, which are not included in and embodied in the Contract shall be of any force and effect, and this Contract may only be amended or modified by an instrument in writing between the parties.

## **10. TERMINATION OF CONTRACT WITH BLOCKED PERSONS**

Under United States Presidential Executive Order 13224 (the "Executive Order"), SELLER is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "List"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. In the event SELLER learns that BUYER'S name appears on the List, SELLER reserves the right to delay the closing pending SELLER'S investigation into the matter. If SELLER is advised and/or determines that BUYER is a Blocked Person, SELLER reserves the right to terminate this Contract and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this paragraph will survive closing and/or termination of this Contract.

## **11. SEVERABILITY**

If any clause or provision of this Contract shall be held invalid by Court order or otherwise, the invalidity of such clause or provision shall not affect the validity of the remainder of this Contract. The remaining provisions of this Contract will continue to be fully enforceable in accordance with the terms hereof.

## **12. ADDITIONAL DOCUMENTS**

The parties to this Contract will execute any additional documents which may be necessary or convenient to carry out the intent and purposes of the parties to this Contract or the Trust Agreement.

## **13. USE AND OCCUPANCY**

The use, occupancy and possessory rights of BUYER'S undivided ownership interest in the above Unit(s) shall be subject to and governed by the terms and conditions set forth in the Trust Agreement above mentioned through recordation of the Assignment Agreement. The provisions of such Trust Agreement are hereby incorporated by reference and made a part of this Contract.

Pursuant to the Assignment Agreement, participation in the Plan set forth in the Trust Agreement for CLUB WYNDHAM Plus is appurtenant to each Property interest in the Units and may not be partitioned therefrom. CLUB WYNDHAM Plus is a use management service provided by the Trustee through an agreement with SELLER as the Plan Manager of the CLUB WYNDHAM Plus. Through CLUB WYNDHAM Plus owners reserve the use of the Units in

Property interest in the Units that are purchased as more specifically described above, which percentage interest may vary from purchaser to purchaser.

For purposes of administrative convenience only, each BUYER'S undivided Property interest shall be symbolized by a number of symbolic Points as set forth above. Said Points are merely reflective of BUYER'S Property interest as described herein and may not be hypothecated, bought, sold, exchanged, rented or otherwise transferred separate and apart from BUYER'S Property interest.

In the event the CLUB WYNDHAM Plus is no longer available, the POA shall establish a reservation system for the benefit of the Owners of the Property on a first come, first served basis or as may be established by the POA.

In executing this Contract BUYER(S) also acknowledge that they received a copy of the accompanying Truth-in-Lending Disclosure Statement completely filled in prior to execution of the contract as well as the CLUB WYNDHAM Plus Member's Directory. Receipt of a completed copy of this Contract is hereby acknowledged. IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the day and year first above written.

**YOU MAY CANCEL A CONTRACT TO PURCHASE A TIME-SHARE INTERVAL WITHIN TEN (10) DAYS FROM THE DATE OF THE CONTRACT, WHERE YOU HAVE MADE AN ON-SITE INSPECTION OF THE TIME-SHARE PROJECT BEFORE SIGNING THE CONTRACT, AND, IF YOU HAVE NOT MADE SUCH AN INSPECTION, WITHIN FIFTEEN (15) DAYS FROM THE DATE OF THE CONTRACT. IF YOU ELECT TO CANCEL, YOU MAY DO SO BY HAND DELIVERING NOTICE TO THE SELLER AT 10750 WEST CHARLESTON BLVD., SUITE 130, LAS VEGAS, NEVADA 89135-1026 WITHIN THE DESIGNATED PERIOD, OR BY MAILING NOTICE TO THE SELLER (OR HIS AGENT FOR SERVICE OF PROCESS) BY PREPAID UNITED STATES MAIL, ATTENTION: ACCOUNT CONTROLS AND ADMINISTRATION AT P.O. BOX 94443, LAS VEGAS, NEVADA 89193 POSTMARKED ANYTIME WITHIN THE DESIGNATED PERIOD.**

BUYER(S)



WITNESS

SELLER: WYNDHAM VACATION RESORTS, INC.

  
AUTHORIZED REPRESENTATIVE OF SELLER

## CONTRACT ADDENDUM

CONTRACT # [REDACTED]

DATE: 12-15-2010

BUYER(S): [REDACTED]

SELLER: WYNDHAM VACATION RESORTS, INC.

BUYER has the option to pay the loan balance within thirty (30) days of the date of this sale with no interest due.

BUYER also has the option to increase the down payment within thirty (30) days from the date of purchase which could result in a lower interest rate and payment amount.

PLEASE DIRECT ALL QUESTIONS TO THE FINANCIAL SERVICES DEPARTMENT AT: (888) 739-4016

If you choose to take advantage of this option, please send your additional down payment or pay off check along with the bottom of this form to the address below.

WYNDHAM CONSUMER FINANCE  
P.O. BOX 98940  
LAS VEGAS, NV 89193-8940

TELEPHONE: 1-800-251-8738

### I. PAY OFF OPTION

Net Purchase Price: \$ 14,200.00

Down Payment Amount: \$ 2,975.27

Contract Number: 00044-1038478

Pay Off Amount: \$ 11,573.73

### II. INCREASE DOWN PAYMENT OPTIONS

TERMS	CURRENT	OPTION I	OPTION II
Down Payment Amount	\$ <u>2,975.27</u>	\$ <u>3,637.25</u>	\$ <u>4,364.70</u>
Down Payment Percent	<u>20.45%</u>	<u>25.00%</u>	<u>30.00 %</u>
Payment Amount/Frequency	\$ <u>206.09</u>	\$ <u>190.78</u>	\$ <u>174.79</u>
Interest Rate	<u>17.49%</u>	<u>16.99%</u>	<u>16.49 %</u>
Length of Terms	<u>120</u>	<u>120</u>	<u>120</u>
Additional Amount	\$ <u>N/A</u>	\$ <u>661.98</u>	\$ <u>1,389.43</u>

(The new payment amount may change if a scheduled payment has been received.)

☐ Enclosed is my pay off check totaling \$ \_\_\_\_\_.

☐ I have chosen Option \_\_\_\_\_, and enclosed my additional payment totaling \$ \_\_\_\_\_.

(Please make your check payable to "WYNDHAM VACATION RESORTS, INC." Wyndham Vacation Resorts, Inc. is an authorized agent for the sale of this property.)

BUYER'S SIGNATURE

BUYER'S SIGNATURE

DATE

MANAGER

PUBLIC OFFERING STATEMENT  
RECEIPT

NAME OF TIME-SHARE PROJECT: FAIRFIELD SMOKY MOUNTAINS II

NAME OF DEVELOPER: WYNDHAM VACATION RESORTS, INC.

PURCHASERS ACKNOWLEDGEMENT OF RECEIVING THE TENNESSEE TIME-SHARE PUBLIC OFFERING STATEMENT DATED: OCTOBER 18, 2010.

This Offering Statement consists of 14 pages which have been filed with the Tennessee Real Estate Commission.

I have received a copy of the Tennessee Public Offering Statement required by the Tennessee Real Estate Commission pursuant to the Tennessee Time-Share Act.

12-15-10  
DATE

12-15-10  
DATE

[REDACTED]  
PURCHASER

PURCHASER CANCELLATION:

**"You May Cancel a Contract to Purchase a Time-Share Interval within Ten (10) Days from the Date of the Contract, Where You Have Made an On-Site Inspection of the Time-Share Project Before Signing the Contract, AND, if You Have Not Made Such an Inspection, within Fifteen (15) days from the Date of the Contract. If you Elect to Cancel, You May Do So by Hand Delivering Notice to The Seller at 10750 West Charleston Blvd., Suite 130, Las Vegas, Nevada 89135-1026 within the Designated Period, or by Mailing Notice to the Seller (or His Agent for Service of Process) by Prepaid United States Mail, Attention: Account Controls and Administration at PO Box 94443, Las Vegas, Nevada 89193 Postmarked Anytime within the Designated Period."**

8427 SOUTHPARK CIRCLE  
ORLANDO, FL 32819

ADDRESS: [REDACTED]

BUYER acknowledges that there is a \$349.00 processing fee which represents SELLER'S costs for processing this sale (including document preparation expenses, personnel and related expenses, office and overhead expenses, and other related expenses).

BUYER has the following options to pay the processing fee:

\_\_\_\_ BUYER elects to pay the processing fee at the time of purchase.

X BUYER elects to finance a portion of the processing fee.

If BUYER elects to finance a portion of the processing fee, then the financed portion will be included in the AMOUNT FINANCED box in the "Truth-in-Lending Disclosure Statement" below.

GROSS PURCHASE PRICE	\$ 18,500.00	CASH DEPOSIT	\$ 2,975.27
DISCOUNT	\$ 4,300.00	EQUITY TRADE/OTHER PAYMENT	\$ 0.00
NET PURCHASE PRICE	\$ 14,200.00		
PROCESSING FEE	\$ 349.00		
FINAL PURCHASE PRICE INCLUDING PROCESSING FEE	\$ 14,549.00		

"You", "your" and "yours" mean each and all of those persons who sign below. The words "we", "our" and "us" mean the SELLER named above. The information contained in this Truth-in-Lending Disclosure Statement is as of the following date: 12-15-2010.

WYNDHAM VACATION RESORTS, INC.

is the "Creditor".

The following is BUYER's "Truth-in-Lending Disclosure Statement".

ANNUAL PERCENTAGE RATE*	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sales Price
The cost of your credit as a yearly rate.  17.49 %	The dollar amount the credit will cost you.  \$ 13,157.07	The amount of credit provided to you or on your behalf.  \$ 11,573.73	The amount you will have paid after you have made payments as scheduled.  \$ 24,730.80	The total cost of your purchase on credit including your down payment of \$ 2,975.27 \$ 27,706.07

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments begin
120	\$206.09	01-29-2011

\*The ANNUAL PERCENTAGE RATE disclosed above:  
HD 1 : \$                      HD 2 : \$  
is a fixed rate.

X may change. You have agreed to the terms of the creditor's approved "Auto Pay Plan" which means that the "ANNUAL PERCENTAGE RATE" stated above is immediately subject to increase by one-half percent (½%) in the event you fail to continue the approved "Auto Pay Plan." The maximum interest rate increase would be one-half percent (½%) which means the interest rate will not increase above 17.49%. Any increase will take the form of higher monthly payment amounts. If the interest rate increases by one-half percent (½%) upon your discontinuance of the approved "Auto Pay Plan," your regular payments will increase to \$206.09.

Security: You are giving a security interest in the property being purchased.

Late Charge: If a payment or part of a payment is more than ten (10) days late, you will be assessed a late charge equal to the greater of \$10.00 or 1% of the amount that is late, whichever is greater.

Return Item Fee: \$20.00.

Prepayment: If you pay off early, you will not have to pay a penalty.

Miscellaneous: "N/A" means "not applicable". "E" means "estimate".

BUYER(S) should refer to the remaining provisions of the contract documents for additional information about non-payment, default, security interest, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of the Amount Financed:

\$ 11,296.10	Amount of credit provided to you for Purchase Price.
\$ 277.63	Amount of credit provided to you for Processing Fee.
\$ 11,573.73	Total amount of credit provided to you (if applicable, includes refinancing an existing loan plus any unpaid interest).
\$ None	Prepaid finance charge.

BUYER [REDACTED]

DATE: 12-15-10

BUYER [REDACTED]

DATE: 12-15-10



## Good Faith Estimate (GFE)

Name of Originator	WYNDHAM VACATION RESORTS, INC.
Originator	WYNDHAM VACATION RESORTS, INC.
Address	8427 SOUTH PARK CIRCLE ORLANDO, FL 32819
Originator Phone Number	(800) 251-8736
Originator Email	

### Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's *Special Information Booklet* on settlement charges, your *Truth-in-Lending Disclosure*, and other consumer information at [www.hud.gov/respa](http://www.hud.gov/respa). If you decide you would like to proceed with this loan, contact us.

### Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

### Important dates

- The interest rate for this GFE is available through **N/A**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
- This estimate for all other settlement charges is available through **12-27-2010**.
- After you lock your interest rate, you must go to settlement within **N/A** days (your rate lock period) to receive the locked interest rate.
- You must lock the interest rate at least **N/A** days before settlement.

### Summary of your loan

Your initial loan amount is	\$ 11,673.73
Your loan term is	10 years
Your initial interest rate is	17.49 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 206.09 per month
Can your interest rate rise?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 17.49%. The first change will be in unknown.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$ _____.
Even if you make payments on time, can your monthly amount owed for principal, interest and any mortgage insurance rise?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, the first increase can be in unknown and the monthly amount owed can rise to \$206.09. The maximum it can ever rise to is \$206.09.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ _____.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ _____ due in _____ years.

### Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ 206.09.

Do we require you to have an escrow account for your loan?

☒ No, you do not have an escrow account. You must pay these charges directly when due.

☐ Yes, you have an escrow account. It may or may not cover all of these charges. Ask us:

### Summary of your settlement charges

A	Your Adjusted Origination Charges (See page 2.)	\$ 0.00
B	Your Charges for All Other Settlement Services (See page 2.)	\$ 0.00
A + B	Total Estimated Settlement Charges	\$ 0.00

**Understanding  
your estimated  
settlement charges**

*Some of these charges  
can change at settlement.  
See the top of page 3 for  
more information.*

Your Adjusted Origination Charges	
1. Our origination charge: This charge is for getting this loan for you.	\$ 0.00
2. Your credit or charge (points) for the specific interest rate chosen: <input checked="" type="checkbox"/> The credit or charge for the interest rate of <u>17.49</u> % is included in our origination charge. (See item 1 above). <input type="checkbox"/> You receive a credit of \$ <u>          </u> for this interest rate of <u>          </u> %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$ <u>          </u> for this interest rate of <u>          </u> %. This charge (points) increases your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.	\$ 0.00
<b>A</b> Your Adjusted Origination Charges	\$ 0.00

Your Charges for All Other Settlement Services									
3. Required services that we select: These charges are for services we require to complete your settlement. We will choose the providers of these services. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Service	Charge							0.00
Service	Charge								
4. Title services and lender's title insurance: This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.	0.00								
5. Owner's title insurance: You may purchase an owner's title insurance policy to protect your interest in the property.	0.00								
6. Required services that you shop for: These charges are for services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Service	Charge							0.00
Service	Charge								
7. Government recording charges: These charges are for state and local fees to record your loan and title documents.	0.00								
8. Transfer Taxes: These charges are for state and local fees on mortgage and home sales.	0.00								
9. Initial deposit for your escrow account: This charge is held in an escrow account to pay future recurring charges on your property and includes: <input type="checkbox"/> all property taxes, <input type="checkbox"/> all insurance, and <input type="checkbox"/> other <u>                                  </u> .	0.00								
10. Daily interest charges: This charge is for daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ <u>          </u> per day for <u>          </u> days (if your settlement is <u>          </u> ).	0.00								
11. Homeowner's insurance: This charge is for the insurance you must buy for the property to protect from a loss, such as fire. <table border="1"> <thead> <tr> <th>Policy</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Policy	Charge							0.00
Policy	Charge								
<b>B</b> Your Charges for All Other Settlement Services	\$ 0.00								
<b>A + B</b> Total Estimated Settlement Charges	\$ 0.00								





## Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement	The total of these charges can increase up to 10% at settlement	These charges can change at settlement
<ul style="list-style-type: none"> <li>Our origination charge</li> <li>Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate)</li> <li>Your adjusted origination charges (after you lock in your interest rate)</li> <li>Transfer taxes</li> </ul>	<ul style="list-style-type: none"> <li>Required services that we select</li> <li>Title services and lender's title insurance (if we select them or you use companies we identify)</li> <li>Owner's title insurance (if you use companies we identify)</li> <li>Required services that you can shop for (if you use companies we identify)</li> <li>Government recording charges</li> </ul>	<ul style="list-style-type: none"> <li>Required services that you can shop for (if you do not use companies we identify)</li> <li>Title services and lender's title insurance (if you do not use companies we identify)</li> <li>Owner's title insurance (if you do not use companies we identify)</li> <li>Initial deposit for your escrow account</li> <li>Daily interest charges</li> <li>Homeowner's insurance</li> </ul>

Using the tradeoff table

In this GFE, we offer you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose the same loan with lower settlement charges, then you will have a higher interest rate.
- If you want to choose the same loan with a lower interest rate, then you will have higher settlement charges.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$ 11,673.73	\$ N/A	\$ N/A
Your initial interest rate	17.49 %	N/A %	N/A %
Your initial monthly amount owed	\$ 206.09	N/A	N/A
Change in the monthly amount owed from this GFE	No Change	You will pay \$ _____ more every month	You will pay \$ _____ less every month
Change in the amount you will pay at settlement with this interest rate	No Change	Your settlement charges will be reduced by \$ _____	Your settlement charges will increase by \$ _____
How much your total estimated settlement charges will be:	\$ 0.00	N/A	N/A

For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name				
Initial loan amount				
Loan term				
Initial interest rate				
Initial monthly amount owed				
Rate lock period				
Can interest rate rise?				
Can loan balance rise?				
Can monthly amount owed rise?				
Prepayment penalty?				
Balloon payment?				
Total Estimated Settlement Charges				

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement

Contract No. 00044-1038478

D&M No. 2371/Rev. 12-09



Good Faith Estimate (HUD-GFE) 3

1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> RHS    3. <input checked="" type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA    5. <input type="checkbox"/> Conv. Ins.	6. File Number:	7. Loan Number: <b>00044-1038478</b>	8. Mortgage Insurance Case Number:
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: <div style="background-color: black; width: 100%; height: 40px;"></div>	E. Name & Address of Seller: <b>WYNDHAM VACATION RESORTS, INC.          8427 SOUTHPARK CIRCLE          ORLANDO, FL 32819</b>		F. Name & Address of Lender: <b>WYNDHAM VACATION RESORTS, INC          8427 SOUTHPARK CIRCLE          ORLANDO, FL 32819</b>
G. Property Location: <b>308 COLLIER DRIVE          SEVIERVILLE, TN 378620000</b>	H. Settlement Agent: WYNDHAM VACATION RESORTS, INC. 8427 SOUTHPARK CIRCLE, ORLANDO, FL 32819 Place of Settlement: 308 COLLIER DRIVE SEVIERVILLE, TN 378620000		I. Settlement Date: <b>12-16-2010</b>

J. Summary of Borrower's Transaction	
100: Gross Amount Due from Borrower	
101: Contract sales price	14,200.00
102: Personal property	
103: Settlement charges to borrower (line 1400)	0.00
104: Seller Overhead/Processing Fee	349.00
105:	
Adjustment for items paid by seller in advance	
106: City/town taxes to	
107: County taxes to	
108: Assessments to	
109:	
110:	
111:	
112:	
120: Gross Amount Due from Borrower	14,549.00
200: Amounts Paid by or in Behalf of Borrower	
201: Deposit or earnest money	
202: Principal amount of new loan(s)	11,673.73
203: Existing loan(s) taken subject to	
204: Other Payment/Trade In	0.00
205:	
206:	
207:	
208:	
209:	
Adjustments for items unpaid by seller	
210: City/town taxes to	
211: County taxes to	
212: Assessments to	
213:	
214:	
215:	
216:	
217:	
218:	
219:	
220: Total Paid by/for Borrower	11,673.73
300: Cash at Settlement from/to Borrower	
301: Gross amount due from borrower (line 120)	14,549.00
302: Less amounts paid by/for borrower (line 220)	11,673.73
303: Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	2,975.27

K. Summary of Seller's Transaction	
400: Gross Amount Due to Seller	
401: Contract sales price	14,200.00
402: Personal Property	
403:	
404: Seller Overhead/Processing Fee	349.00
405:	
Adjustments for items paid by seller in advance	
406: City/town taxes to	
407: County taxes to	
408: Assessments to	
409:	
410:	
411:	
412:	
420: Gross Amount Due to Seller	14,549.00
500: Reduction in Amount Due to Seller	
501: Excess deposit (see instructions)	
502: Settlement charges to seller (line 1400)	0.00
503: Existing loan(s) taken subject to	
504: Payoff of first mortgage loan	
505: Payoff of second mortgage loan	
506: Seller Financing	11,673.73
507: Other Payment/Trade In	0.00
508:	
509:	
Adjustments for items unpaid by seller	
510: City/town taxes to	
511: County Taxes to	
512: Assessments to	
513:	
514:	
515:	
516:	
517:	
518:	
519:	
520: Total Reduction Amount Due Seller	11,673.73
600: Cash at Settlement to/from Seller	
601: Gross amount due to seller (line 420)	14,549.00
602: Less reduction in amount due seller (line 520)	11,673.73
603: Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	2,975.27

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information

703. Commission paid at settlement		
704.		

800. Items Payable in Connection with Loan		
801. Our origination charge	\$ (from GFE #1)	0.00
802. Your credit or charge (points) for the specific interest rate chosen	\$ (from GFE #2)	0.00
803. Your adjusted origination charges	(from GFE A)	0.00
804. Appraisal fee to	(from GFE #3)	0.00
805. Credit report to	(from GFE #3)	0.00
806. Tax service to	(from GFE #3)	0.00
807. Flood certification	(from GFE #3)	0.00
808.		

900. Items Required by Lender to Be Paid in Advance		
901. Daily interest charges from to @ /day	(from GFE #10)	0.00
902. Mortgage insurance premium for months to	(from GFE #3)	0.00
903. Homeowner's insurance for years to	(from GFE #11)	0.00
904.		

1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account	(from GFE #9)	0.00
1002. Homeowner's insurance months @ per month \$		
1003. Mortgage insurance months @ per month \$		
1004. Property taxes months @ per month \$		
1005. months @ per month \$		
1006. months @ per month \$		
1007. Aggregate Adjustment \$		

1100. Title Charges		
1101. Title services and lender's title insurance	(from GFE #4)	0.00
1102. Settlement or closing fee to \$ 0.00		
1103. Owner's title insurance	(from GFE #5)	0.00
1104. Lender's title insurance \$		
1105. Lender's title policy limit \$		
1106. Owner's title policy limit \$ to		
1107. Agent's portion of the total title insurance premium \$		
1108. Underwriter's portion of the total title insurance premium \$		
1109. Notary Fees to \$		

1200. Government Recording and Transfer Charges		
1201. Government recording charges	(from GFE #7)	0.00
1202. Deed \$ Mortgage \$ Releases \$		
1203. Transfer taxes	(from GFE #8)	0.00
1204. City/County tax/stamps Deed \$ Mortgage \$		
1205. State tax/stamps Deed \$ Mortgage \$		
1206. Intangible tax \$		
1207. Excise tax \$		

1300. Additional Settlement Charges		
1301. Required services that you can shop for	(from GFE #6)	0.00
1302. \$		
1303. \$		
1304.		
1305.		

1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	0.00	
---	------	--

### CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower

Date

12-15-10

Unadjusted Origination Charges		www	www
Transfer taxes	#1203	0.00	0.00
Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201	0.00	0.00
Title services and lender's title insurance	#1101	0.00	0.00
Owner's title insurance	#1103	0.00	0.00
	#		
	#		
	#		
	#		
	#		
Total		0.00	0.00
Increase between GFE and HUD-1 Changes		\$ 0.00	or 0 %

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001	0.00	0.00
Daily interest charges	#1901 \$ /day	0.00	0.00
Homeowner's insurance	# 903	0.00	0.00
	#		
	#		
	#		

#### Loan Terms

Your initial loan amount is	\$ 11,673.73
Your loan term is	10 years
Your initial interest rate is	17.49 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 206.09 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage insurance
Can your interest rate rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 17.49%. The first change will be on an unknown date and can change again every N/A after N/A. Every change date, your interest rate can increase or decrease by N/A%. Over the life of the loan, your interest rate is guaranteed to never be lower than 17.49% or higher than 17.49%
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$ _____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, the first increase can be on an unknown date and the monthly amount owed can rise to \$206.09. The maximum it can ever rise to is \$ 206.09.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ _____.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ _____ due in _____ years on _____.
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself.  <input type="checkbox"/> You have an additional monthly escrow payment of \$ _____ that results in a total initial monthly amount owed of \$ _____. This includes principal, interest, any mortgage insurance and any items checked below:



WYNDHAM PLUS ), it is important that you review and initial each of the following.

### Ownership

I understand that I am purchasing a deeded ownership interest ("*Ownership Interest*") at FAIRFIELD SMOKY MOUNTAINS II, my "*Home Resort*" and my use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus.

### Usage Within CLUB WYNDHAM Plus

I understand that I am becoming a member of CLUB WYNDHAM Plus and will be allocated 84,000 CLUB WYNDHAM Plus Points ("*Points*") on an annual basis and that my Use Year is JANUARY 1ST through DECEMBER 31ST for the contract number printed above.

I understand that I may use my Points to reserve accommodations at CLUB WYNDHAM Plus resorts or for other travel related benefits as described in the CLUB WYNDHAM Plus Member's Directory. I further understand that I must utilize all my Points prior to the end of my Use Year, or they will expire. Prior to my Points expiring, I may also choose to use my Points for an external exchange deposit, which will be good for another two (2) years through my external exchange company.

I understand that I may request a reservation at my Home Resort up to thirteen (13) months in advance of my check-in date, utilizing my "Advanced Reservation Priority" ("*ARP*"). I also understand that I may request reservations at all other CLUB WYNDHAM Plus resorts up to ten (10) months in advance.

I understand that all reservations are confirmed on a space available basis. In order to have the best opportunity to receive a confirmed reservation, I should request my reservation as soon as possible, based on my use year and travel dates. I further understand that demand is higher for holiday, summer and special event time periods, so the earlier I request these reservations, the better my opportunity for a confirmed reservation. I further understand that if I cancel a confirmed reservation at a CLUB WYNDHAM Plus resort less than 15 days prior to the check-in date, the Points used to make the reservation will be forfeited.

I understand that each resort unit within CLUB WYNDHAM Plus is assigned a nightly occupancy point value, which is established based on various factors, including but not limited to, the season, unit type, resort location, and the cost to acquire and develop the resort. The amount of my vacation usage will depend on the number of Points allocated to my Ownership Interest and how I choose to use my Points.

I understand that the "Points Credit Pool" is available if I know, prior to the beginning of my Use Year, that I will be unable to use some or all of my Points. I further understand that VIP Gold and Platinum members have additional time to place their points into the Points Credit Pool. This limited feature allows me to place my Points into a "pool" for credits to be used for Standard and Express Reservations to a CLUB WYNDHAM Plus resort for up to three (3) years. The Points Credit Pool may not be available with my first annual allotment of Points.

I understand that after I have used all of my current Use Year's Points, I may "rent" additional Points for a fee or "borrow" Points from my next Use Year, when requesting reservations 90 days or less in advance of the check-in date. Each Use Year, I may rent or borrow up to the number of Points that are allocated to my Ownership Interest.

I understand that I may allow a guest to use a reservation which I have confirmed using my CLUB WYNDHAM Plus membership and that a Guest Confirmation is required for each unit I am not occupying.

I understand that the number of Points required to reserve a resort unit at a CLUB WYNDHAM Plus resort may be redistributed up to a 20% increase or decrease to reflect actual use patterns and changes in demand.

I understand that pets are not allowed, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.

### Assessments/Fees

I understand that my CLUB WYNDHAM Plus Assessment is payable in advance in either one annual installment or in monthly installments. All CLUB WYNDHAM Plus Assessments must be kept current in order to utilize program benefits.

I understand that the CLUB WYNDHAM Plus Assessment includes (1) the Property Owner's Association ("*POA*") fee, which is determined by the POA Board of Directors, and covers expenses at my Home Resort. These expenses include, but are not limited to, unit and exterior maintenance, insurance, housekeeping, refurbishments, utilities, and on-site hospitality and management; and (2) the Program Fee payable to CLUB WYNDHAM Plus. The Program Fee, as determined by the CLUB WYNDHAM Plus Board of Directors, is used to pay the operating and administrative expenses of CLUB WYNDHAM Plus and also includes my annual Interval International membership fee.

I understand that settlement charges are due either at the time of purchase or upon loan payoff. Estimates may be found on the purchase and sale agreement.

International Resort Directory. Wyndham Vacation Resorts does not guarantee the availability of an exchange or the continuation of the program.

I understand that at anytime during my Use Year, I may use my Points to obtain seven (7) night stays at Interval International affiliated resorts worldwide. I also understand that all exchange reservations are confirmed on a space available basis and may be confirmed up to two years in the future. I further understand that demand is higher for holiday, summer and special event time periods, so the earlier I request these reservations, the better my opportunity for a confirmation.

I understand that Wyndham Vacation Resorts will enroll me in Interval International and pay my initial Interval International membership fees and that I will pay my annual renewal fees as part of my annual CLUB WYNDHAM Plus Assessment. I further understand that confirming a reservation through Interval International requires an exchange fee, which is listed in the Interval International Buyers Guide and subject to change.

### **VIP Program**

I understand that the CLUB WYNDHAM Plus VIP Program ("***VIP Program***") and its accompanying benefits are made available by CLUB WYNDHAM Plus to Members whose annual Ownership Interests are allocated at least 300,000 eligible Points. Only Points associated with Ownership Interests purchased directly from Wyndham Vacation Resorts, its affiliates, or as otherwise established by Wyndham Vacation Resorts, are eligible to be counted toward VIP status.

I understand that VIP Program benefits do not apply to guests traveling without a CLUB WYNDHAM Plus VIP member present. I also understand that some VIP benefits are available only at resorts managed by Wyndham Vacation Management, Inc.

I understand that VIP Program eligibility, features and benefits are subject to change and are explained in greater detail in the VIP section of the current CLUB WYNDHAM Plus Member's Directory. I further understand that if I am offered and receive Bonus Points, my VIP status may be reduced upon the expiration of the Bonus Points.

### **Other Programs**

**PlusPartners Program.** I understand that if I elect to participate in the PlusPartners Travel Program ("***PlusPartners***"), I will be eligible to use my Points for PlusPartners for hotels, cruises, airfare, car rentals, and other activities. Additional CLUB WYNDHAM Plus Assessment charges apply and there are usage fees for all PlusPartners transactions. I also understand that PlusPartners benefits and fees are subject to change and are explained in greater detail in the PlusPartners section of the current CLUB WYNDHAM Plus Member's Directory and the Wyndham Vacation Resorts website.

**Bonus Points Program.** I understand that if I am offered and receive Bonus Points, I will have twenty-four (24) months to utilize my Bonus Points to reserve accommodations through the CLUB WYNDHAM Plus Program at no additional cost. The Start Date and additional terms and conditions of the Bonus Points are included on my Bonus Points Agreement.

**Perks by CLUB WYNDHAM.** I understand that with the Perks by CLUB WYNDHAM Program, I will be eligible to receive discounts on select hotel stays, airline tickets, car rentals, golf, and other services. Perks by CLUB WYNDHAM is separate from my Ownership Interest and does not involve usage of my Points. I understand that Wyndham Vacation Resorts will enroll and pay my first year's Perks by CLUB WYNDHAM membership fee and that future Perks by CLUB WYNDHAM membership participation is voluntary and renewal fees will be my responsibility unless I am a VIP Gold or VIP Platinum member. I understand that program features and restrictions are subject to change and are explained in greater detail in the current Perks by CLUB WYNDHAM Benefits Guide.

**CLUB WYNDHAM Plus/Wyndham Rewards Program.** I understand that through the CLUB WYNDHAM Plus/Wyndham Rewards Program, I will be eligible to trade my Points for Wyndham Rewards points every other year for stays at participating Wyndham hotel and resort properties, car rentals, a variety of travel related benefits, and select merchandise through the Wyndham Rewards Program. I understand that the Wyndham Rewards Program and Wyndham Rewards points are separate from my Points. I further understand that program terms and conditions are subject to change and are explained in greater detail in the current CLUB WYNDHAM Plus/Wyndham Rewards Program Rules.

**Club Wyndham Referral Program.** I understand that through the Club Wyndham Referral Program, I may have the opportunity to earn (based on state of residence) either a cash gift card or Wyndham Rewards points for qualified personal referrals. Referrals must meet guidelines as outlined in the Club Wyndham Referral Program. Referral must purchase a "*mini vacation travel package*" and/or a Wyndham Vacation Ownership product. Trial membership programs are not included in this program. Currently, Wyndham Rewards points may be redeemed for a variety of travel related benefits or merchandise, or may be applied toward future CLUB WYNDHAM Plus Assessments. My ability to participate in this program is subject to state restrictions and the Official Rules of the Club Wyndham Referral Program and is subject to change.

[REDACTED] I acknowledge that I made this purchase for my own personal use and enjoyment, and not for any commercial purposes.

[REDACTED] I acknowledge that I did not purchase the Ownership Interest with any expectation of deriving any profit or tax advantage through rental or resale. I further acknowledge that Wyndham Vacation Resorts does not currently offer a buy back program or provide resale assistance for my Ownership Interest.

[REDACTED] I acknowledge that I have received no legal or title advice from Wyndham Vacation Resorts, or anyone on behalf of Wyndham Vacation Resorts.

[REDACTED] I acknowledge that I purchased the Ownership Interest based on the current CLUB WYNDHAM Plus program features and benefits and not with reliance upon the promise of a future program enhancement or resort amenity addition or benefit that is not included in the written program directories or disclosure materials provided with my purchase.

[REDACTED] I understand that effective March 16, 2009, the name of the FairShare Plus exchange program changed to CLUB WYNDHAM Plus, and that any references to FairShare Plus in the sales documents, collateral materials or other program documents shall mean CLUB WYNDHAM Plus.

[REDACTED] I acknowledge that I was provided a copy of the following documents, as may be amended from time to time and understand that I should not rely on any representations other than those contained in these documents:

- CLUB WYNDHAM Plus Member's Directory
- CLUB WYNDHAM Plus Trust Agreement and Accompanying Documents
- CLUB WYNDHAM Plus Program Summary
- Applicable Worldwide Exchange Network Disclosures

[REDACTED] 12-15-10  
Date

[REDACTED] 12-15-10  
Date

  
Authorized Representative

12-15-10  
Date

Fixed Week Conversion/New Sale

UDI New Sale

PlusPartner Program for New Sale

☒ PlusPartner Program for Existing  
Membership (Current Owners Only)

If a CLUB WYNDHAM® Plus account has been previously established, the additional purchase must have the same Member Number, Payment Frequency (Monthly or Annual), Payment Date (Day of Month) and Payment Method as the existing account.

1. CONVERSION FEE(S)

A. Fixed Week \$ \_\_\_\_\_  
B. PlusPartner Program \$ \_\_\_\_\_

2. FIXED WEEK ASSESSMENT

A. Points Allocated to Ownership Interest \_\_\_\_\_  
B. Current Annual CLUB WYNDHAM Plus Program Assessment ☐ \$ \_\_\_\_\_  
C. Annual POA Fee(s)\* (Based on current year fees.) \$ \_\_\_\_\_  
D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 2B + 2C) \$ \_\_\_\_\_  
E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 2D / 12) \$ \_\_\_\_\_

3. UDI ASSESSMENT

A. Points Allocated to Ownership Interest 84,000  
B. Current Annual CLUB WYNDHAM Plus Program Assessment ☐ \$ 107.08  
C. Current Annual POA Assessment (\$3.73 X Item 3A / 1000 points) \$ 313.32  
D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 3B + 3C) \$ 420.40  
E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 3D / 12) \$ 35.03

4. TOTALS

A. TOTAL Monthly CLUB WYNDHAM Plus Assessment Payment Amount\*\* (Items 2E + 3E) ☐ \$ 35.03  
B. Processing Fee \$ 0.00  
C. Total Amount Due Today (Item 1 + 4B) \$ 0.00  
D. Fixed Week POA Fee balance (remit check to POA prior to conversion) \$ 0.00  
E. First Monthly Payment Due Date (or next payment date if adding to an existing account) 01-15-2011

For payment required today, please mark appropriate box:

☐ Check(s) attached ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Account Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

☒ **CURRENT OWNERS:** The above listed fees cover only today's purchase and/or conversion fees. If PlusPartner Program is selected for your existing ownership, you will receive a separate notice of your total PlusPartner Program assessment prior to being charged the new total assessment.

Member's Signature(

Member Number: 08040309942

Prepared By Mitz Hand Date 12-15-10

\* This amount is paid in advance. Any difference between the amount paid and the amount charged by the POA will be billed, or credited, to the Member at the beginning of each following year.

\*\* Subject to a billing charge if not paid through the approved Auto Pay Plan.

**NOTE:** Assessments more than 30 days past due may be subject to a \$15 late fee and interest charges as authorized by state law. A Member may also be charged for any collection fees, including reasonable attorney fees, and a lien may be placed on the Member's



Annual

Contract No. [REDACTED]

## Incentive Acknowledgment Disclosure

### Wyndham Vacation Resorts, Inc.

By purchasing a timeshare interest through Wyndham, Owner may receive **84,000**  
CLUB WYNDHAM® Plus Bonus Points.

Bonus Points Use Period: Start Date: **07-02-2011**  
End Date: **07-01-2013**

VIP Status for 24 months based on purchase level: Yes ☐ No ☐

---

### Terms and Conditions

1. Bonus Points entitle Owner to reserve accommodations through the CLUB WYNDHAM Plus exchange program between the Use Period Start Date and End Date (24 months total).
2. Reservations utilizing Bonus Points may be made prior to the Use Period Start Date. However, travel must begin after the Use Period Start Date.
3. Bonus Points cannot be renewed or extended beyond the Use Period End Date.
4. Bonus Points are non-transferable and may not be sold.
5. Bonus Points are subject to the terms and conditions of the CLUB WYNDHAM Plus Program Guidelines.
6. Bonus Points receive housekeeping credits and reservation transactions following the CLUB WYNDHAM Plus Program Guidelines.
7. Bonus Points cannot be used for Advance Reservation Priority reservations.
8. Bonus Points may count toward CLUB WYNDHAM Plus VIP status during the 24 month Use Period.
9. The Owner's CLUB WYNDHAM Plus Membership must be in good standing in order to use Bonus Points.
10. If Owner cancels the Timeshare Contract referenced above during the applicable cancellation period, the right to receive Bonus Points will be automatically cancelled without notice, penalty or obligation.
11. Owner should not rely upon any representations other than those contained in this document, and the CLUB WYNDHAM Plus Program Guidelines.
12. Wyndham Vacation Resorts, Inc., 8427 SouthPark Circle, Orlando, Florida 32819.

Sales Location: WYNDHAM SMOKY MOUNTAINS BY [REDACTED]

  
Authorized Wyndham Representative

Signature of Buyer(s): [REDACTED]

Date: 12-15-10

Date: 12-15-10

Bonus Points Reference Number: [REDACTED]

## Incentive Acknowledgment Disclosure

### Wyndham Vacation Resorts, Inc.

By purchasing a timeshare interest through Wyndham  
Buyer will receive an RCI®WEEK

RCI Week Activation Date: **07-02-2011**

Buyer will also be eligible for CLUB WYNDHAM®Plus VIP status for 24 months: Yes ☐ No ☐

#### Terms and Conditions

1. The RCI Week entitles the Buyer to reserve a single seven (7) consecutive night vacation at an RCI affiliated resort. Buyer is not obligated to stay the entire seven nights, but the RCI Week may be used for only one vacation.
2. Booking requests must be made from eleven (11) months to two (2) days in advance of travel date and travel must be completed within 24 months.
3. All requests for accommodations under the RCI Week will be confirmed on a first-come, first served basis. The RCI Week may not be used for major holiday weeks. Availability decreases during peak periods. Accommodations at RCI affiliated resorts are subject to availability and certain RCI affiliated resorts may not be eligible for booking.
4. Wyndham Vacation Resorts will send Buyer a confirmation letter with additional information and RCI's terms and conditions for the RCI Week no earlier than the RCI Week Activation Date noted above. After the confirmation letter is received, Buyer may contact RCI and begin planning travel.
5. The Buyers CLUB WYNDHAM Plus Membership must be in good standing at the time of the RCI Week Activation Date; if Buyer is not in good standing at that time, the RCI Week Activation will be suspended until further notice.
6. Buyer does not have to pay anything in cash or CLUB WYNDHAM Plus points for the reservation of the RCI Week accommodations, but Buyer will be responsible to pay for travel to and from the resort and other items including, but not limited to, taxes, upgrades, entertainment, meals, personal expenses or other fees that may be levied by the resort for use of amenities.
7. The RCI Week may be redeemed by residents of the USA and Canada (except for residents of Alberta), residents in a country that is a member of the European Union and where otherwise not prohibited by law. Buyers that are residents of Japan may not redeem an RCI Week.
8. CLUB WYNDHAM Plus VIP status for the first 24 months will remain in effect, if applicable, regardless of whether Buyer uses the RCI Week.
9. If Buyer cancels the timeshare contract referenced above during the applicable cancellation period, the right to receive a RCI Week will be automatically cancelled without notice, penalty or obligation.
10. Buyer should not rely upon any representations other than those contained in this document and later written information provided by Wyndham Vacation Resorts.
11. Wyndham Vacation Resorts, Inc., 8427 SouthPark Circle, Orlando, Florida 32819.

Sales Location: WYNDHAM SMOKY MOUNTAINS By: \_\_\_\_\_  
Authorized Wyndham Representative

Signature of Buyer(s):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Reference Number: [REDACTED]

*JK*

1. The benefit offered is called Bonus Points. Purchasers of a vacation ownership interest through Wyndham Vacation Resorts, Inc. or subsidiary thereof, ("Wyndham" or "Developer") who participate in the CLUB WYNDHAM® Plus Program are eligible to receive Bonus Points. Bonus Points entitle an Owner to reserve accommodations through the CLUB WYNDHAM Plus program between the Use Period Start Date and End Date (24 months total). Reservations utilizing Bonus Points may not result in check-in occurring prior to the Use Period Start Date. Bonus Points cannot be renewed or extended beyond the Use Period End Date.
2. Bonus Points are subject to the terms and conditions of the CLUB WYNDHAM Plus Program Guidelines located in the CLUB WYNDHAM Plus Member's Directory ("Directory"). Owners will also receive Housekeeping Credits and Reservation Transactions as described in the Directory. Bonus Points cannot be used for Advance Reservation Priority reservations. Bonus Points may count toward CLUB WYNDHAM Plus VIP status during the 24 month Use Period.
3. The continued availability of Bonus Points is not necessary for the use and enjoyment of the Owner's use of any accommodation of the Time Share Plan identified in the purchase agreement referenced herein.
4. The Owner's use of or participation in Bonus Points is completely voluntary, and payment of any fee or other cost associated with Bonus Points is required only upon that use or participation.
5. No costs of acquisition, operation, maintenance, or repair of Bonus Points shall be passed on to Owners of vacation ownership interests in the Time Share Plan as a common expense of the Time Share Plan.
6. This benefit is not assignable or otherwise transferable by an Owner.
7. Individuals should not purchase a vacation ownership interest in reliance upon the continued availability of this benefit.
8. If all or a portion of the benefit described in this statement becomes unavailable as the result of events beyond the control of the Developer, the offering of such benefit may be terminated.

The undersigned Owner(s) acknowledge that he/she/they have read the foregoing document.

Signature of Owner(s):

[Redacted Signature]

Date: 12-15-10

[Redacted Signature]

Date: 12-15-10

**CLUB WYNDHAM® Plus Program Summary**

**Acknowledgment of Receipt**

June 1, 2010

Contract No. \_\_\_\_\_

I/We hereby acknowledge that I/we received a copy of the CLUB WYNDHAM Plus Program Summary.

Do not sign this Acknowledgment of Receipt prior to obtaining a copy of the current CLUB WYNDHAM Plus Member's Directory and any supplements.

/ [Redacted]  
Buyer

12-15-10  
Date

/ [Redacted]  
Buyer

12-15-10  
Date

[Signature]  
Witness

12-15-10  
Date

STANDARD

Contract Number: [REDACTED]

## Perks by CLUB WYNDHAM® MEMBERSHIP AGREEMENT

### FOR ADMINISTRATIVE USE ONLY

Classification: \_\_\_\_\_ Date: 12-15-2010

Perks by CLUB WYNDHAM Representative: MELISSA RACHELLE EVANS

Sales Office Location: WYNDHAM SMOKY MOUNTAINS

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Member's on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided herein.

### MEMBERSHIP INFORMATION

Name (s): [REDACTED]

Address: [REDACTED]

City: [REDACTED]

Mem: [REDACTED]

Name of other eligible family Members: \_\_\_\_\_ Age: \_\_\_\_\_

### MEMBERSHIP TYPE (Check One Below)

☒ Perks by CLUB WYNDHAM - CLUB WYNDHAM Plus Owner

☐ Perks by CLUB WYNDHAM - Discovery Vacations by Wyndham Member

INITIAL ANNUAL MEMBERSHIP FEE \$ Waived

Initial Annual Membership Fee includes annual membership for first term of twelve months.

ANNUAL MEMBERSHIP FEE (Renewal) Amount: \$49.95

PAYMENT METHOD: (Check One Below) Due Date 12-15-2011

☐ Auto Pay Plan (Must be authorized by executed Auto Pay Plan Form)

☐ Credit Card:

Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Cardholder Name

I authorize Wyndham Vacation Resorts, Inc. to charge my annual Membership fee to my credit card one year after the date of purchase and each year thereafter to automatically renew my Membership annually.

Cardholder Signature: \_\_\_\_\_

### Perks by CLUB WYNDHAM Membership Terms and Conditions

Perks by CLUB WYNDHAM is a program formed to provide various travel-related benefits and privileges to its Members. An individual becomes a Member of Perks by CLUB WYNDHAM by submitting this completed Perks by CLUB WYNDHAM Membership Agreement ("Agreement") and by the payment of the applicable membership fees. The Agreement, when signed by the Member and a Perks by CLUB WYNDHAM representative, will form a legally binding contract between the Member and Wyndham Vacation Resorts, Inc. ("Sponsor"), subject to the following terms and conditions:

1. **Membership.** Membership in Perks by CLUB WYNDHAM is available to individuals and their immediate families only. Membership in Perks by CLUB WYNDHAM is non-transferable and may not be sold.

2. **Terms of Individual Perks by CLUB WYNDHAM Programs and Benefits.** Programs and benefits offered to Perks by CLUB WYNDHAM Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Said program and benefits are subject to the separate terms and conditions of the suppliers of the individual benefits which separate terms and conditions are subject to change at any time. The Perks by CLUB WYNDHAM benefits may be changed or eliminated without prior notice to the Members. The Sponsor accepts no responsibility for the acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain Perks by CLUB WYNDHAM programs or benefits currently available or added by the Sponsor from time to time and such additional costs, if any, shall be borne solely by the Member.

3. **Personal Expenses.** The Member is responsible for payment of any personal expenses incurred while utilizing any Perks by CLUB WYNDHAM program or benefit.

4. **Membership Suspension and Termination.** This Agreement, together with Member status, may be suspended or terminated by the Sponsor without further obligation if the Member fails to comply with these terms and conditions or the terms of the various programs and benefits of Perks by CLUB WYNDHAM. Further, Membership may be terminated for any misuse of the Perks by CLUB WYNDHAM program, violation of any federal, state or local law or regulation in connection with the use of membership privileges, failure to pay for charges associated with a Perks by CLUB WYNDHAM program or benefit or for any other reason. Membership in Perks by CLUB WYNDHAM will automatically terminate if the Member is no longer a CLUB WYNDHAM Plus Owner.

5. **Program Changes.** The terms and conditions of this Agreement and of the Perks by CLUB WYNDHAM programs and benefits may be changed from time to time at the sole discretion of the Sponsor. Sponsor reserves the right to increase the annual fee or future fees from time to time. Members shall be notified of any information regarding such changes in the Perks by CLUB WYNDHAM publications or written correspondence. Current editions of those publications shall supersede prior editions with respect to the terms and conditions of membership and the Perks by CLUB WYNDHAM programs and benefits. The Sponsor is bound only by the representations that it makes concerning the terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.

6. **Limitation of Liability and Release.** Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in the Perks by CLUB WYNDHAM program. Sponsor's liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to the fee paid by such Member for membership in Perks by CLUB WYNDHAM. The Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

7. **Effective Date and Activation.** This Agreement becomes effective when it is signed by the Member and the Sponsor's Perks by CLUB WYNDHAM Representative. The Member must activate the Perks by CLUB WYNDHAM Membership as indicated on the Perks by CLUB WYNDHAM Savings Card before commencing use. If the Member delays activation of the Perks by CLUB WYNDHAM Savings Card, the period of time between the effective date and the activation date shall be lost.

8. **Renewal.** Unless a Member notifies Sponsor that Member does not wish to renew the Perks by CLUB WYNDHAM Membership, Sponsor may automatically renew the Membership at the end of each twelve month term and bill the annual Membership fee as instructed above on this Agreement.

9. **Right to Cancel Membership.** Member has the right to terminate this Agreement at any time by calling 888-321-0630 or writing to Perks by CLUB WYNDHAM, 2601 North Palm Aire Drive Suite 100, Pompano Beach, Florida 33069. Member can receive a refund of the unused portion of a renewed annual Membership fee, upon request. Unused portions of a complimentary Membership are not refundable.

10. **Effect of Termination.** Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other vacation ownership interest contract or agreement.

11. **Availability of Programs and Benefits.** As Perks by CLUB WYNDHAM depends on the services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, the Member waives any and all claims against Sponsor resulting from the unavailability of such program or benefit.

[REDACTED]

12-15-10  
Date

[REDACTED]

12-15-10  
Date

  
Authorized Representative  
Wyndham Vacation Resorts, Inc. (Sponsor)

12-15-10  
Date

# Contract Standards Review

Contract #:

Member #:

Owner name:

## Contract physical document terms compared to CSS

1. Owner Information match Contract documents and CSS	Yes / No
2. Number of Payments match TIL	Yes / No
3. Monthly Payment amount and frequency match TIL	Yes / No
4.. Date of sale match contract documents	Yes / No
5. First Payment Due Date is between 30 and 45 days from date of sale (except cash deals, except and pender contracts).	Yes / No
6. Hold check within 30 days of date of sale	Yes / No
7. Purchase Price including processing fee match CSS and Contract.	Yes / No
8. Down Payment complies with standard.	Yes / No
9. Total Cash is correct based (Cash Down payment, Hold check, Equity Transfer)	Yes / No
10. Discount is correct based on amount of points purchase	Yes / No
11. Interest Rate matches TIL.	Yes / No
12 .EFO: Credit band, interest rate , down payment comply with FICO standards	Yes / No
13. EFO Score in CSS accurately reflect the same score as Eport/ACS?	Yes / No
IF NO, was the correction sent to the coordinator to correct in CSS	Yes / No
14.SAC: Same as cash form is in contract	Yes / No
If Yes, is it 90 or 180	90 / 180
15. PAC added ( Leisure Plan, FSP, Loan)	Yes / No
16. Correct contract for inventory sold (Biennial, Annual or i.e. "State" resident)	Yes / No
17. Inventory matches mortgage and contract agreement	Yes / No
18. Points purchase match Contract & Mortgage	Yes / No
19. Bonus points match and in CSS	84.00 Yes / No
20. Verify & sign sale site checklist.	Yes / No
Comments:	Ple - 74.00 P.P

Contract # 44-

Name

44- SMOKY MOUNTAINS 1 & 2

☒ Sale Point Cover Sheet  
☒ Truth in lending 497  
☒ Contract Agreement 406, 407, 414, 1012, 1013  
☒ Public Offering Statement Receipt - Smoky Mountains SMO07, SMO13  
☒ Settlement Statement-2188  
☒ RCI or Interval International  
☒ Pluspartner Enrollment Application  
☒ PERKS  
☒ Bonus Points  
☒ Payment Preference Form  
☒ 30-Day Contract Addendum 179  
☒ Auto Pay Form  
☒ Good Faith Estimate 2189  
☒ Acknowledgement of Receipt  
☒ Statement of Understanding 1202, 1203, 1204  
☒ Servicing Disclosure 805  
☒ Purchaser's Summary  
☒ Purchaser Information / Authorization to Obtain Credit Information  
  
☐ Public Offering Statement Receipt-AL-SMO02, GA- GEN02, IL-SMO03, IL-SMO17, IN-SMO12, NJ-SMO05, NC-SMO06, SC-SMO21, SC-SMO20, VA-SMO09, WV-SMO10, WV-SMO22, IN-SMO23,  
☐ Contract Addendum - GA-211, KY-238, IN-794, NE-1634, WV-218  
☐ Notice of Cancellation -IN-1068, MO-438  
☐ Development Public Report - MI-623, MI-1073  
☐ Addendum to Purchase & Sale Agreement - MN- 467, MI -383  
☐ Property Report - IA-SMO04, IA-SMO19  
☐ NJ Contract pg. 1 - 587 SM II - 1069, 1070  
☐ NJ Contract pg. 2 - 588, 589 SM II Disclosure Statements - SMO18  
☐ Deed of Trust 446 SM II - 1074  
☐ TX Contract pg. 1 - 417 SM II - 1071, 1072  
☐ TX Contract (pg. 2 - 418, 419  
☐ TX Disclosure Statement - SM008, SMO25  
☐ Exhibit A (form 630) SM II - 1266  
☐ Deed of Trust 446 SM II - 1074

**CONVERSION**

☒ FS Vacation Ownership Assignment Agreement & Use Restriction - FW/UDI  
☒ Statement of Understanding Interval Ownership Assignment  
☒ Conversion Processing Fee

**TRADE PAPERS**

☒ Trade in process to pay off contract  
☒ Equity Trade Addendum

Contract Processor's initials

Date contract reviewed

*[Handwritten initials]*  
*12/22/10*



Contract Check In Sheet for: \_\_\_\_\_

Mortgage/Deed of Trust and Verify that it is signed, notarized and stamped by Notary

Copy of Money and Verify Money is correct including Hold Check and Filing Fees

Double check that the Contract number on the Payment Gateway receipt shows the correct contract number

Verify the net purchase price is correct from the Truth In Lending

Copies of Drivers License/Passports

Auto Pay Form

Promissory Note

Purchase & Sale Agreement/Contract Agreement & Installment Note

Truth In Lending

Works by Club Wyndham Membership Agreement

Payment Preference Form

Public Offering Statements

CI/II Enrollment Form

Plus Partner's Enrollment Form

PIC Enrollment Forms

VIP Enrollment Form

Bonus Points Form

Trade Equity Addendum/Deed Back Control Sheet/Deed Back form

Assignment Agreement

Contract Addendum

Good Faith Estimate

HUD Settlement Statement

Servicing Disclosure Statement

Other State Required Documents

Club Wyndham Plus Program Summary

UDI/Statement of Understanding

Quality Control Manager Checklist

Purchaser's Summary and Verify it is signed by owner, sales rep, and QA

Sale Point Coversheet

Congratulations Welcome to Wyndham

Authorization to Obtain Credit /Loan Information

RCI Credit Application

FORMS PRINTED	KEYED	VLO	PROCESSED	LAS VEGAS COMPLIANCE
FORM506				

# Wyndham Vacation Resorts, Inc.

## SalePoint Cover Sheet

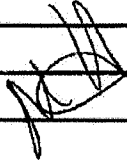
Customer Name: [REDACTED]  
Customer Address: [REDACTED]  
Customer Phone: [REDACTED]  
Contract Number: [REDACTED] Member No: [REDACTED]  
Salesman: MELISSA RACHELLE EVANS  
User: 530283\_44  
Printer:  
Site: WYNDHAM SMOKY MOUNTAINS

FORMS PRINTED	KEYED	VLO	PROCESSED	LAS VEGAS COMPLIANCE
FORM027NP				
FORM030NP				
FORM179				
FORM497				
FORM524				
FORM570				
FORM668				
FORM690				
FORM894				
FORM805				
FORMNO1012				
FORMNO1014				
FORMNO1051				
FORMNO1052				
FORMNO1202				
FORMNO1246S				
FORMNO1520				
FORMNO1592				
FORMNO1878				
FORMNO2173GB				
FORMNO2201				
FORMNO2242				
FORMNO2284				
FORMNO2320				
FORMNO2370				
FORMNO2371				

# *Wyndham Vacation Resorts, Inc.*

## **SalePoint Cover Sheet**

Customer Name: [REDACTED]  
Customer Address: [REDACTED]  
Customer Phone: [REDACTED]  
Contract Number: [REDACTED] Member No. [REDACTED]  
Salesman: [REDACTED]  
User: 530283\_44  
Printer:  
Site: WYNDHAM SMOKY MOUNTAINS

FORMS PRINTED	KEYED	VLO	PROCESSED	LAS VEGAS COMPLIANCE
FORMNO2441				
FORMNO2443				
HUD1NP				
SMO13NP				

# CLUB WYNDHAM® Plus

## PLUSPARTNER ENROLLMENT APPLICATION

Date: 12-15-2010

Contract No. [REDACTED]

Member No. [REDACTED]

Resort ID#: \_\_\_\_\_

Applicant Name:

[REDACTED]

Applicant Name:

Street Address:

[REDACTED]

Home Phone:

[REDACTED]

Street Address:

Business Phone:

Please check appropriate box

RCI MEMBER

☐

I have received my PlusPartners Member Kit

yes no

II MEMBER

☒

I acknowledge receipt of pertinent PlusPartners materials and agree to be bound by the terms and conditions as applicable. I am aware that enrollment in the PlusPartners Program will result in an increase in my annual CLUB WYNDHAM Plus Program Fee as outlined in the CLUB WYNDHAM Plus Program Summary.

Signature:

[REDACTED]

E-mail Address:

[REDACTED]

Signature:

[REDACTED]

E-mail Address:

# APPLICATION

## 1. PERSONAL INFORMATION (Please Print)

Name(s)  
(As they  
appear on  
your resort  
purchase  
contract)

[Redacted]

[Redacted]

Middle Initial

Middle Initial

Address

[Redacted]

☐ Check here if additional owners are applicable.  
Please provide names.

[Redacted]

[Redacted]

USA

City

State

Zip/Postal Code

Country

Phone Home

(Please include area code)

[Redacted]

Work

[Redacted]

Facsimile Home

[Redacted]

Work

[Redacted]

E-mail

[Redacted]

☐

Please Initial here if you wish to receive e-mail updates on Interval news and services.

## 2. PURCHASE INFORMATION

I have purchased my unit/week from:

☐ the resort/association ("Resort Sale")

☐ an individual owner ("Resale")

☐ broker

☐ I am currently a member of Interval International.

Please fill in current Interval International membership number

[Redacted]

This enrollment will extend your current membership for an additional year.

Name of Resort Sales Representative

[Redacted]

## 3. RESORT INFORMATION

Resort Code

FFP

Resort Owner Number

[Redacted]

My Resort Ownership is at

WYNDHAM SMOKY MOUNTAINS

Name of Resort

Date of Purchase

12-15-2010

Located at

City

State/Province

Country

I purchased an alternate year program. Please check appropriate box:

☐ Odd Year

☐ Even Year

Total number of weeks purchased at this time

[Redacted] (If more than 4 weeks, submit on an additional sheet.)

Week Number

(If open floating, indicate with "F")

If seasonal floating, indicate  
resort's name for season

Unit Number

Unit Type

(Use code numbers at right)

Year of Initial Occupancy

1st Week

2nd Week

3rd Week

4th Week

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Unit Type Code

- 00. Studio/Efficiency/  
Hotel Room
- 01. 1-Bedroom
- 02. 2-Bedroom
- 03. 3-Bedroom
- 04. 4-Bedroom
- 06. Floating

## 4. MEMBERSHIP PROGRAMS & DUES

Current payment to be made by:

☐ Resort Check

SELECT ONE

☐ One-Year Individual Membership or Add On Fee: US \$79

☐ Interval Gold/Golf Upgrade and Membership Combination: US \$113

AUTOMATIC RENEWAL

☐ Yes

☐ No

(Member To Initial)

See paragraph 30 on next page for terms of Automatic Renewal Option.

CREDIT CARD INFORMATION:

☐ Please Charge Future Renewal Fees Automatically to the account listed below:

☐ Visa

☐ Mastercard

☐ AMEX

Acct. no.

☐ Diner's Club

☐ Discover Card

Expiration Date

/

Month Year

By signing this application, I acknowledge that I have read, understand, and agree to abide by the TERMS AND CONDITIONS of INDIVIDUAL MEMBERSHIP AND

Application and the applicable membership fee.

3. In subsequent years, Individual Members are generally billed directly by II and membership and participation in the Exchange program is voluntary. Where an Individual Member purchases an additional Vacation Interest(s), II shall then extend the term of the then current Individual Membership for an additional 12-month period per additional membership fee paid by the Member to the Resort.

4. Interval Gold® refers to the upgrade benefits package available to Individual Members in good standing upon payment of the applicable Interval Gold membership upgrade fee. Interval Gold status provides Members with certain additional travel and leisure benefits, not available through basic membership in the II Exchange Program.

5. NO DEVELOPER, MARKETER, OR SALESPERSON OF ANY MEMBER RESORT IS AN AGENT FOR OR A JOINT VENTURER WITH II. II DOES NOT SELL, LEASE, OR OTHERWISE CONVEY AN INTEREST IN ANY REAL PROPERTY. NEITHER II, NOR ANY OF ITS OFFICERS OR DIRECTORS, HAS ANY LEGAL OR BENEFICIAL INTEREST IN ANY DEVELOPER, SELLER, OR MANAGING ENTITY OF ANY RESORT PARTICIPATING IN THE EXCHANGE PROGRAM. THEREFORE, YOU AGREE THAT II IS NOT LIABLE OR RESPONSIBLE FOR ANY CLAIM OR LOSS INCURRED IN CONNECTION WITH YOUR OWNERSHIP OF A VACATION INTEREST OR YOUR PARTICIPATION IN A VACATION OWNERSHIP PROGRAM.

6. Membership benefits will be provided so long as the Member and the Member's Home Resort are in good standing with II. Additionally, the Member must be in good standing with the Home Resort. Membership benefits, other than the exchange privilege, if any, and Interval Gold benefits, are subject to separate terms and conditions. Said benefits and their terms of use may be changed, substituted, or eliminated without prior notice. Some benefits are provided by independent third parties and II expressly disclaims responsibility for the acts or omissions of any persons or entities providing such benefits. Members are not required to exchange their Vacation Interest to use any other benefits provided through the Exchange Program.

7. Membership in II is conditioned upon the Home Resort's continued affiliation with II and adherence to II's standards of service, appearance, management, and operation. A Member Resort's failure to maintain these standards, or failure to timely renovate or construct vacation accommodations and/or amenities committed to the Exchange Program, or failure to remain in good standing with II (e.g. failure to comply with contractual obligations, including the obligation to enroll purchasers and remit fees and/or the failure to comply with II policies and procedures), may result in suspension or termination of the Member Resort's affiliation with II. A Member Resort's suspension or termination from the Exchange Program may result in the loss of all Individual Membership benefits, including the exchange privilege.

8. Interval International Five Star resort status refers to the award given to selected Member Resorts that meet certain prescribed criteria relating to the overall vacation experience provided at such Member Resort. Interval International Five Star Award status is conferred on an annual basis. There is no guarantee that Interval International Five Star resort status, once awarded, will be renewed in subsequent years.

9. Representations concerning Individual Membership and the Exchange Program are limited to materials supplied or otherwise approved by II in writing. ALL OTHER REPRESENTATIONS ARE NOT VALID OR BINDING ON II. Not all Member Resorts are included in the Resort Directory. The failure to picture a member Resort in the Resort Directory, however, does not necessarily mean that such Member Resort is not in good standing with II, or that an Individual Member is not entitled to use the exchange privilege. Likewise, the inclusion of a Member Resort in the Resort Directory does not necessarily mean that such Member Resort is in good standing with II, or that an Individual Member is entitled to use the exchange privilege. All reasonable efforts are made to ensure that published resort information is accurate. II, however, expressly disclaims liability in the event of omission or error.

10. Individual Members acknowledge that:

(a) Resort facilities, amenities, and services vary by country, location, and resort, and room accommodations vary in size, décor, interior detail, and view from unit.

(b) The description and amenities symbols provided in the Resort Directory for each Member Resort are representative of the features generally available at such Member Resort. However, unit amenities and views may vary from unit to unit within a Member Resort and each Individual Member should review the Confirmation for specific information about his or her exchange accommodations.

(c) The exchange privilege should not be the primary reason for purchasing a Vacation Interest and the Color Code assigned to each particular week should not be relied upon in determining the value of that week for sales purposes.

(d) It is not liable for any damage, loss, or theft to personal property left in the Home Resort accommodations; nor is II liable for any damage, loss, or theft to personal property which occurs through Members' use of Host Accommodations.

(e) It is not liable for any personal or bodily injury which occurs either at the Home Resort or at a host resort.

(f) Upon renewal of membership, any and all claims against II are waived, and II is released from all liability, if any, arising out of Individual Membership which occurred prior to the renewal of same.

(g) Its liability, if any, in connection with Individual Membership and participation in the Exchange Program is limited to the annual membership and exchange fees paid to II by the Member.

(h) All rules and regulations of the host resort, as well as these terms and conditions, must be adhered to. Violations of such rules or these terms and conditions may result in cancellation of membership without further obligation by II.

(i) If a Vacation Interest is owned by a corporation, partnership, or trust, the Individual membership must be held in the name of one corporate officer, partner, or trustee. Where multiple individuals are listed in a single membership record as the owners of a Vacation Interest(s), II may continue to provide membership and exchange benefits for all individuals listed until II receives verifiable documentation of any change of ownership of the Vacation Interest(s).

(j) Memberships in II may be used only for personal and non-commercial purposes.

(k) Telephone conversations between Individual Members and II employees or representatives may be tape-recorded and/or monitored for training and quality control purposes.

11. Members acknowledge and agree that II may upon occasion offer various products and services through telemarketing programs, and members consent to such telephonic solicitations including, but not limited to, solicitation through automatic dialing equipment and/or pre-recorded messages.

12. The terms and conditions of membership with II and use of the Exchange Program shall be construed upon the laws of the state of Florida. By maintaining Individual Membership in II, Members consent to the exclusive subject matter and personal jurisdiction of the courts of Miami-Dade County, Florida. In the event of litigation between the parties, the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees.

13. The exchange methods available to Individual Members, and the terms, conditions, and procedures governing such methods, are fully set forth in the Terms and Conditions of Individual Membership and Exchange found in the annual Resort Directory.

14. To utilize the exchange privilege, active membership (paid in full) in good standing must be in effect from the time a deposit is made and/or a request is placed through the actual requested and/or confirmed travel dates and/or the commencement date of the week deposited (whichever occurs later). 14. In addition, the Home Resort unit must have check-in/check-out management available on-site at the resort, must be fully equipped and furnished in accordance with II standards, and must have at least weekly maid service. Further, the Home Resort must be available for occupancy and in good standing with II, and the Home Resort accommodations must be available for occupancy as determined by II. A Member Resort will be listed as unavailable for occupancy until such time as II determines that such resort is sufficiently complete to be desirable for exchange.

15. Exchanges are arranged on a space-available basis, taking into consideration the "Comparable Exchange" concept explained in Paragraph 22. Neither II, nor any developer or marketer, can guarantee the fulfillment of a specific request.

16. In order to occupy a week, a week must be relinquished. All weeks are submitted on a random basis. II has no control over the timing, location, or number of weeks available to the

22. The II Exchange Program is based upon the "Comparable Exchange" concept. Comparable Exchange attempts to parallel to the greatest extent possible the supply of and demand for the week relinquished to the Exchange Program with the supply of and demand for the week being requested in exchange. Comparable Exchange also attempts to ensure that Members are confirmed, whenever possible, to resorts which are comparable in quality to the Home Resort. As a general guideline, II has assigned a Color Code to each weekly time period at Member Resorts which reflects general demand information. These Color Codes do not reflect the ever changing dynamics of the exchange process (e.g. natural disasters, supply of weeks available to the Exchange Program) which will affect actual supply and demand for a particular location and week. When assigning such Color Coded, II uses its own vacation week calendars, which may be different from the Home Resort's calendars. The Color Codes are not an indication of the quality or desirability of vacationing in any specific resort, area, or season, nor are they necessarily an indication of the availability of a particular week in the Exchange Program. When placing an exchange request, Members should refer to the Color Codes included in the Resort Directory, and as updated in Interval World® magazine, as a general guide to the relative supply of and demand for their week. For best exchange results, Members should request weeks of equal or lesser demand.

23. II, therefore, in order to achieve its goal of providing the Member with an exchange experience comparable to that which the Home Resort provides, assigns a priority to each request based on the following factors:

(a) The supply of and demand for, within the Exchange Program, the vacation week deposited (Deposit First) or being offered in exchange (Request First) and for the Home Resort.

(b) The supply of and demand for, within the Exchange Program, the vacation week and Member Resorts being requested in exchange.

(c) The quality and overall experience offered by the Home Resort as compared to the quality and overall experience of the Member Resort being requested in exchange. This is based on evaluation forms received from exchange guests to the Home Resort, resort inspections and evaluations, and other information received by II regarding the Home Resort.

(d) When the exchange request is received by II, the earlier of two identical requests for the same vacation week will receive priority.

(e) The date upon which the Home Resort vacation week is relinquished to II.

(f) The unit size and configuration being relinquished as compared to the unit size and configuration being requested.

All of the above factors, with the exceptions of when the Home Resort accommodations are relinquished, when a request is received and the unit size and configuration, are constantly changing and are updated by II on an ongoing basis.

24. In addition to the above, priority in the exchange confirmation process is provided to Members requesting an exchange to selected Member Resorts which are owned, marketed and/or managed in common with the Home Resort.

25. The Host Accommodations may be used only for personal and non-commercial purposes. Only the Member named on the confirmation form and accompanying family members or guests may occupy the Host Accommodations without obtaining a Guest Certificate from II.

26. Members are expressly prohibited from exchanging or renting the Host Accommodations. Failure to use the Host Accommodations will not entitle Members to use the Home Resort accommodations for the period relinquished.

27. By depositing a week or submitting an exchange request, Members represent a warrant that they have the right to use or assign the Home Resort accommodations, and that all maintenance fee assessments or similar charges have been paid through the date of the week deposited or being relinquished in exchange. Exchange privileges may be denied and a confirmation canceled if all such maintenance fee assessments or similar charges at the Home Resort have not been paid. A Vacation week may not be rented, exchanged, or given to any third party once it has been deposited with the Exchange Program, while II is attempting to fulfill an exchange request, or after it has issued a confirmation. Additionally, if the Vacation Interest is sold after a week has been deposited, while an exchange request is pending with II, or after II has issued a confirmation into a week, such sale must be subject to II's exclusive right to use the week deposited or the week relinquished to the exchange program. Any action in contravention of foregoing will subject the Member to an administrative fee, and the Member shall be responsible for all losses incurred by II. Such individual's membership privileges with II will be suspended (without further obligation by II) until such time as all amounts owed II have been paid in full.

28. II may suspend membership privileges in the event a Member fails to pay an amount owed to the Host Resort, Interval Travel®, II, or any other company related to II.

29. Confirmations are issued only in the name of the Individual Member placing the exchange request and Host Accommodations may be used only by the Individual Member and accompanying guests, unless a Guest Certificate is obtained from II. There is a fee for each week assigned via a Guest Certificate and it must be paid, plus any applicable tax, when the certificate is requested. This Guest Certificate fee is in addition to the exchange fee required when the exchange request is placed. The Individual Member requesting the Guest Certificate is responsible for the acts and omissions of the individuals occupying the Host Accommodations, including any loss or damage to the Host Resort or the Host Accommodations. Individuals under the age of 21 are not eligible to receive a Guest Certificate. Additionally, the issuance of a Guest Certificate and the use of the Host Accommodations are subject to any restrictions or limitations that may be imposed by the host resort. Members are expressly prohibited from selling or exchanging a Guest Certificate for cash, barter, or other consideration. In the event that any of the above terms are breached, II reserves the right to revoke the Guest Certificate and to terminate the membership of the Member requesting the Guest Certificate.

30. When enrolled in II's Automatic Renewal Option, annual renewal dues will be charged automatically to the credit card indicated, at the rate applicable at the membership expiration, unless canceled in writing prior to the renewal date. II will provide each member not less than seven (7) calendar days' written notice prior to processing such automatic charge. Membership will continue from year to year for as long as the Member is eligible for membership. Membership fees are refundable on a pro rata basis (based upon the number of full months remaining in the applicable membership period) upon II's receipt of a Member's written request for cancellation of his/her membership and a refund. Upgrade fees for Interval Gold status are also refundable on the same basis, provided, however, that the Member also returns to II any Interval Gold membership card(s) that he/she has received. Failure to renew membership within 90 days from any expiration thereof may require payment of a readmission fee to reinstate membership.

31. The applicable domestic or international exchange processing fee is subject to any applicable tax and must be submitted at the time a request is made. If the request is made by telephone, the exchange fee may be paid by a credit card acceptable to II or by check. However, where the exchange is paid by check, Confirmation will not occur until said check has been received and processed by II. The exchange fee will be refunded only if an exchange cannot be confirmed, if written or oral cancellation is received by II prior to confirmation and if the Individual Member requests its refund in writing. Exchange fees will not be refunded under any other circumstances. If a Guest Certificate is requested by the Member, an additional fee is required at the time the certificate is requested. If II does not issue the Guest Certificate, the certificate fee will be refunded. Guest Certificate fees will not be refunded under any other circumstances.

32. Some jurisdictions have imposed a tax on the occupant of resort accommodations. Consequently, any bed tax, transient occupancy tax, or similar tax that is imposed shall, in those circumstances, be the responsibility of the exchanging Member. Additionally, Members are responsible for all personal charges (e.g., telephone calls and meals) at the Host Resort, any utility surcharge or other permissible charge imposed by a resort, as well as any damage, loss, or theft to the Host Accommodations and facilities that are caused by Individual Members or their guests.

Contract No. \_\_\_\_\_

### PIC Plus Enrollment Worksheet

Owner Name:

Address:

City/State/Zip:

Home Phone:

Resort Name:

City/State:

RCI Resort ID:

Palm Shores Beach Resort  
Palm Shores FL  
0616

Ownership Type: Floating: ☒ Fixed: ☐ If fixed, you MUST provide the week and unit information.

Unit Number: \_\_\_\_\_ Week Number: \_\_\_\_\_

Usage Type: Annual: ☐ Alternate: ☒ (Even ☒ or Odd ☐)

Season: Red: ☒ White: ☐ Blue: ☐

Unit Type: **Lock-Off Unit**

A Side: Studio: ☒ 1 Bedroom: 1 2 Bedroom: ☐ 3 Bedroom: ☐ Point Allocation\*: 70,000

**OR**

B Side: Studio: ☐ 1 Bedroom: ☐ 2 Bedroom: ☐ 3 Bedroom: ☐ Point Allocation\*: ☐

**OR**

**Non-Lock-Off Unit/ Lock-Off (Combine Unit)**

Studio: ☐ 1 Bedroom: ☐ 2 Bedroom: ☐ 3 Bedroom or more: ☐ Point Allocation\*: ☐

\*Final Point Allocation is based upon verification by RCI.



**PIC PLUS ENROLLMENT FORM****MEMBERSHIP INFORMATION**

Date 12-15-2010

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Wyndham Member Number \_\_\_\_\_ Wyndham Sales Location **WYNDHAM SMOKY MOUNTAINS****PIC PLUS INTERVAL WEEK INFORMATION**Resort Name **PALM SHORES BEACH RESORT** City/State **PALM SHORES, FL**Exchange Company Rating: ☒ Gold Crown/Silver Crown ☐ HospitalityOwnership Type: ☒ Floating ☐ Fixed Unit # \_\_\_\_\_ Week # \_\_\_\_\_Usage Type: ☐ Annual ☒ Alternate Year ( ☒ Even or ☐ Odd)Season: ☒ Red ☐ White ☐ BlueUnit Type: **Lock-Off Unit**A side: ☐ Studio ☒ 1 Bedroom ☐ 2 Bedroom ☐ 3 Bedroom Point Allocation **70,000****OR**B side: ☐ Studio ☐ 1 Bedroom ☐ 2 Bedroom ☐ 3 Bedroom Point Allocation \_\_\_\_\_**PIC PLUS MEMBERSHIP FEES/PROGRAM ASSESSMENT**PIC Plus Membership Fee (\$ 2,395) \$ **WAIVED**Processing Fee (To be paid to Wyndham Vacation Resorts, Inc.) \$ **WAIVED**Annual Assessment Amount (Point Allocation x **0.69** per thousand) \$ **24.15**(To be paid with CLUB WYNDHAM Plus Assessment Fees.)  
Current Transaction Fee \$ **89.00****PIC PLUS PROGRAM TERMS AND CONDITIONS**

The PIC (Personal Interval Choice) Plus program offers CLUB WYNDHAM Plus members who also own another qualified timeshare interval week the opportunity to assign their qualified timeshare interval week for CLUB WYNDHAM Plus points which can be used for reservations in the CLUB WYNDHAM Plus system.

**Membership**

1. Membership in the PIC Plus program is available to persons making a new vacation ownership purchase from Wyndham Vacation Resorts, Inc. ("WVR") so long as that person owns a qualified timeshare interval week at a resort which is not currently affiliated with the CLUB WYNDHAM Plus program. Member may enroll a maximum of two non-Wyndham weeks in the PIC Plus program. Membership becomes effective upon completion and acceptance of this Enrollment Form by an authorized WVR representative, and verification of the timeshare interval week being assigned. Membership in the PIC Plus program is not transferable.
2. Affiliation. The timeshare interval week being used for assignment into the CLUB WYNDHAM Plus program must be affiliated and individually registered with RCI.
3. Fees. Maintenance and other on-site fees of the timeshare interval week assigned shall be the responsibility of the Member and must be kept current through the period designated for use by WVR.
4. Point Value. The CLUB WYNDHAM Plus point value assigned to the timeshare interval week is based upon the point allocation chart provided using the occupancy level of the unit as designated by RCI. Final point allocation is based upon verification by RCI. Floating time without a designated season will be based on the white point allocation. Lock-off units receive a point allocation based on the enrollment option selected on this PIC Plus Enrollment Form. Point values are subject to change.
5. Lock-Off Unit (Separate Units): A Member may enroll their lock off unit as separate units, side A equals one week enrolled in the PIC Plus program and side B equals a second week enrolled. If you choose this option, you can enroll either your A side or your B side in connection with your new CLUB WYNDHAM Plus purchase.

6. Owners of point based clubs or timeshare interests are not eligible.
7. Assessment Fees. CLUB WYNDHAM Plus Assessment fees shall be assessed based upon the point value assigned to the timeshare interval week being assigned. Membership and assessment fees are nonrefundable.
8. Transaction Fees. Members shall pay a transaction fee when exchanging their timeshare interval week for CLUB WYNDHAM Plus points through CLUB WYNDHAM Plus. Transaction fees are subject to change based upon usage in the program or a rating change through RCI.
9. Limitation of Assignment. Any week assigned for CLUB WYNDHAM Plus points is for a one time annual assignment only and does not represent any permanent conveyance of ownership. The right to make a PIC Plus reservation through CLUB WYNDHAM Plus will be utilized using symbolic points and does not constitute any interest in WVR.
10. Effects of Termination or Adjustment. Cancellation of membership in PIC Plus or point allocation adjustment shall in no way relieve a Member of his obligation under any other contract or agreement with WVR.
11. Program Procedures and Changes. Members are responsible for following the procedures and guidelines for CLUB WYNDHAM Plus which are described in the CLUB WYNDHAM Plus Member's Directory. The terms and conditions of this Agreement and of the PIC Plus program and benefits may be changed from time to time at the sole discretion of WVR. Members shall be notified of any information regarding such material changes.
12. Personal Expenses and Damages. Members are responsible for payment of any personal expenses incurred while utilizing any benefit of the PIC Plus program. WVR, its subsidiaries, their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents will not be liable for any injury, liability, expense, damage, theft or loss incurred by Member or Member's family or guest during any trip or utilization of any PIC Plus program or benefit.
13. Membership Suspension and Termination. This Agreement, together with Member status, may be suspended or terminated by WVR without further obligation if the Member (a) fails to comply with these terms and conditions or the terms and conditions of the various programs and benefits of the PIC Plus program; or (b) is delinquent in his maintenance fee obligation regarding the timeshare interval week assigned. Membership will be immediately terminated in the event Member is no longer the owner of the timeshare interval week assigned. Member must notify WVR in writing in the event Member is no longer the owner of the timeshare interval week assigned. Members have the option to discontinue membership in the PIC Plus program upon written notification to: Wyndham Vacation Resorts, Inc., Attn: Owner Services, 8427 SouthPark Circle, Orlando, Florida 32819. This Agreement shall be governed exclusively by the laws and courts of the State of Florida.
14. Verification. This Enrollment Form, when signed by the Member, gives CLUB WYNDHAM Plus the right to contact and verify the maintenance fee and ownership information through the resort's property owners association office.

#### Participation:

1. Upon becoming a member of the PIC Plus program, you have three options for usage of your timeshare interval week: 1) assign the week for CLUB WYNDHAM Plus points; 2) deposit the week with your affiliated exchange company (RCI); or 3) occupy the week through your normal process.
2. To deposit your timeshare interval week for CLUB WYNDHAM Plus points once a year, you must call CLUB WYNDHAM Plus at least 10 months prior to the check-in date of your timeshare interval week. Upon verification that the week is in good standing and available, the applicable number of points will be put in your account. Written notice will be sent confirming the availability of the points. To assign a floating week for participation in the program, you must first contact your home resort for a specific week to be given to CLUB WYNDHAM Plus. Lock-off units may be deposited as a whole or separately based on enrollment.
2. To deposit your timeshare interval week for CLUB WYNDHAM Plus points once a year, you must call CLUB WYNDHAM Plus at least 10 months prior to the check-in date of your timeshare interval week. Upon verification that the week is in good standing and available, the applicable number of points will be put in your account. Written notice will be sent confirming the availability of the points. To assign a floating week for participation in the program, you must first contact your home resort for a specific week to be given to CLUB WYNDHAM Plus.
3. Once the timeshare interval week for a certain year has been assigned for points, it cannot be returned to you. Points will be available for reservations for one year from the date of the assignment for CLUB WYNDHAM Plus points. WVR reserves the right to adjust the beginning date on which the points will be available for reservations.
4. All PIC Plus membership assessment fees must be current and CLUB WYNDHAM Plus membership must be in good standing before the timeshare interval week may be assigned for CLUB WYNDHAM Plus points.
5. Cleaning service follows fixed week guidelines as described in the CLUB WYNDHAM Plus Member's Directory.

By signing this Agreement, I/we agree to the terms and conditions of participation in the PIC Plus program as described on the reverse side of this form.

A

Signature of Buyer(s)

12-15-10  
Date

S

12-15-10  
Date

WYNDHAM VACATION RESORTS, INC.

BY:   
AUTHORIZED REPRESENTATIVE



# VIP Enrollment Profile

Member Number                       
Name                       
Name                       
E-mail Address                     

Date Enrolled                      Total CLUB WYNDHAM® Points 527,000  
Level: Platinum VIP  
Platinum VIP Gold                      VIP Platinum  
Contract Number                     

## Travel Preferences

Preferred Destinations (Check all that apply)

- ☐ Northeast  
☒ Southeast  
☐ Gulf States  
☐ Midsouth  
☐ Midwest & Plains  
☐ Southwest  
☐ Rocky Mountains  
☐ Pacific Coast  
☒ Florida  
☒ Orlando  
☐ Hawaii  
☐ Mexico  
☐ Caribbean  
☐ Canada  
☐ Europe

Preferred Activities

- ☒ Beach  
☐ Mountains  
☐ Snow Skiing  
☐ Golf  
☐ Fishing/Lake  
☐ Cruise  
☐ Entertainment

Travel Assistance

Preferred Travel Method

- ☒ Car  
☐ Other  
☐ Airplane

Would You Like Mapping Assistance?

- ☐ Yes  
☒ No

Unit Preferences

Size:

- ☐ Studio  
☐ One Bedroom  
☐ Two Bedroom  
☒ Three Bedroom  
☐ Presidential Suite

Season:

- ☐ Winter  
☒ Summer  
☐ Spring  
☐ Fall

Handicap Accessible:

- ☐ Yes  
☒ No

Additional Preferences:

By signing this enrollment, I receive the current benefits associated with my level in the VIP program as long as I am a member in good standing. I understand that program benefits are subject to change and are not transferable. VIP Membership is available exclusively to owners who make their qualifying vacation ownership purchases through Wyndham Vacation Resorts or its affiliates.

Member Signature(s):                     

Wyndham Sales Authorization:                     

Sales Location:                     

VIP Level = 300,000+ points    VIP Gold = 500,000+ points    VIP Platinum = 1,000,000+ points

## Servicing Disclosure Statement

Lender: WYNDHAM VACATION RESORTS, INC.

Address: 8427 SouthPark Circle, Orlando, FL, 32819

Date: 12-15-2010

### SERVICING DISCLOSURE STATEMENT NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

#### *Servicing Transfer Information* [Check the applicable provision]

- ☒ We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- ☐ We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- ☐ The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.



**WYNDHAM**  
VACATION RESORTS



**AGENCY DISCLOSURE  
AS REQUIRED BY TENNESSEE LAW**

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the licensee is working directly in the transaction. The purpose of this Agency Disclosure is to acknowledge that this disclosure occurred. A copy of this Agency Disclosure must be provided to anyone who signs it.

Notice is hereby given that the agency status of this Licensee in this transaction is as follows:

Licensee is the Agent for the seller, Wyndham Vacation Resorts, Inc.

As required by law, this Agency Disclosure is delivered to you, as an unrepresented buyer, in writing prior to the preparation of any offer to purchase.

Buyer confirms that the Licensee's Agency status was communicated orally before any real estate services were provided.

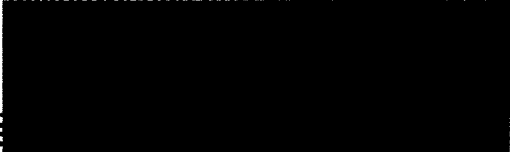
This Agency Disclosure does not constitute an agency contract or establish an agency relationship between you and the Licensee.

Any complaints alleging a violation by the Licensee of the Tennessee Code Annotated 62-13-312 must be filed within the applicable statute of limitations for the violation set out in 62-13-313(e). The Tennessee Real Estate Commission is located at 500 James Robertson Pkwy, Nashville, TN 37243-1151 and its telephone number is (800) 342.4031.


Melvin Chase  
Signature of Licensee

12-15-10  
Date

I acknowledge and confirm the above disclosure of agency status by Licensee.

  
Signature of Buyer

12-15-10  
Date

  
Signature of Buyer

12-15-10  
Date

PURCHASER(S) INITIALS

84,000 points are deposited on the first day of my Use Year.  
(Select one) Annually or Every Odd Year or Every Even Year

Home Resort Location: Smokies

Use Year Start Date: March Use Year End Date: \_\_\_\_\_

My External Exchange Company is: RCI

I received (check one) ☒ Great Beginnings/Bonus Points or \_\_\_\_\_ Complimentary RCI Week

Plus Partners Program: \_\_\_\_\_ Yes \_\_\_\_\_ No

I understand my VIP status (check one) N/A, VIP ☒, VIP Gold or VIP Platinum

I understand VIP eligibility applies only to Wyndham ownership interest purchased through Wyndham and PIC Plus program enrollments. Biennial (odd or even year) contracts receive 50% eligibility toward VIP status. VIP status may be reduced when Great Beginnings or RCI Bonus Week eligibility expires.

**CLUB WYNDHAM Plus DIRECTORY REVIEW:**

I have reviewed the CLUB WYNDHAM Plus Members Directory including the CLUB WYNDHAM Plus Vacation Options chart, Reservation Timeline, and my home resort or a location of interest.

I have reviewed the Worldwide Exchange Company points chart and understand use requires an additional fee.

**SPECIAL PROGRAMS:**

I understand that Plus Partners Travel Program requires an additional fee and the current program benefits are described in the Member's section of our website at wyndhamvacationresorts.com.

I have reviewed the Perks by CLUB WYNDHAM program. (if not currently a member)

I have reviewed the Club Wyndham Referrals program materials (if applicable).

I understand if I am eligible and choose to participate in the PIC Plus Program there is an additional fee.

**QUALITY ASSURANCE REVIEW (MUST BE COMPLETED BY A QUALITY ASSURANCE REPRESENTATIVE)**

**DOWN PAYMENT REVIEW:**

I understand the Down Payment amount paid today.

I understand the Down Payment amount will be processed today.

I understand the Down Payment will be processed through (please check below) the following forms of payment and I have received a receipt of payment.

\_\_\_\_\_ Personal Checking

\_\_\_\_\_ Credit Card

\_\_\_\_\_ Existing Credit Card

☒ New RCI / Bank of America CC received through application process today.

\_\_\_\_\_ I have received a copy of the application and Wyndham Authorization and Acknowledgment and understand the Terms and Conditions.

☒ Bill Me Later™

☒ I have received a copy of the signed receipt and acknowledgment forms.

**LOAN and ASSESSMENT REVIEW:**

I reviewed my monthly loan amount, monthly CLUB WYNDHAM Plus assessment amount, and monthly PIC Plus assessment amount (if applicable) and I understand the total amount of my monthly obligation for this purchase only.

I ☒ have or \_\_\_\_\_ have not provided Auto Pay Plan withdrawal information and understand that if I wish to remit payments by Auto Pay it is my responsibility to contact Wyndham Financial Services at 1-888-739-4016, to complete.

I have reviewed and received a copy of the Good Faith Estimate (GFE) regarding my loan transaction and have received HUD's Special Information Booklet.

I understand that I will be paying Closing/Settlement Fees \_\_\_\_\_ today or ☒ when the contract is paid in full.

I understand that Real Estate Taxes ☒ are or \_\_\_\_\_ are not included in the CLUB WYNDHAM Plus assessment for this purchase.

Purchaser Signature

Nelissa Cross  
Sales Representative

**CONGRATULATIONS!  
WELCOME TO WYNDHAM**

Date: 12-15-2010

Contract #: 

New owner names: 

Inventory Purchased: FAIRFIELD SMOKY MOUNTAINS II

Sales Professional: MELISSA RACHELLE EVANS

In our continuing efforts to provide the finest product and services in Vacation Ownership, we appreciate knowing the important reasons that helped you decide to improve the quality of your life by joining for the first time or upgrading your ownership with Wyndham Vacation Resorts today! Thank you.

1. Upgrade to V18 + Lower int
2. Lower interest rate
3. Pic program

**WE LOOK FORWARD TO PROVIDING YOU AND YOUR FAMILY YEARS OF FUN AND SERVICE AND  
HOPE YOU ENJOY ALL THE MANY BENEFITS!**

## BASE COMMISSION SHEET

Selling Rep: **MELISSA RACHELLE EVANS**  
Split Rep: **JESSE Q PIERCE**  
Contract No: **00044-1038478**  
Customer Name: XXXXXXXXXX

Date: **12-15-2010**

Purchase Price: 14,200.00  
Trade Allowance: 0.00  
Other Down Payment: 0.00  
Net Purchase: 14,200.00

Guest Type: 1221  
Selling Rep: 9877  
Split Rep: 1170

Selling Rep. Base: 6,700.00  
Split Rep. Base: 6,700.00

Selling Rep. No Bonus:  
Touring Rep:  
Touring Rep Discovery:  
Touring Rep. - No Pay:

TO: 4448 LARRY G WHALEY

Director of Sales:

Sr. Manager 1: 4448 LARRY G WHALEY

Sr. Manager 2:

Sr. Manager 3:

Manager 1: 2184 STEFANOS KAMBANELLOS

Manager 2:

Manager 3:

Closing Officer:

Presenter Non Podium:

Sr. Presenter Non Podium:

Podium Sale:

VP of Sales:

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE



**Wyndham Vacation Resorts, Inc.  
Quality Assurance Checklist**

Purchaser 1 Name:  
Purchaser 2 Name:  
Contract Number:



Sales Rep: **MELISSA RACHELLE EVANS**  
T/O: **LARRY G WHALEY**  
Manager:

**PLEASE INITIAL EACH STATEMENT BELOW (OR "N/A" IF NOT APPLICABLE):**

- ☐ I confirmed that the purchaser(s) were provided a copy of the Authorization to Obtain Credit Information (Credit Scoring Report) form.
- ☐ I confirmed that the purchaser(s) were provided a copy of the RCI/Bank of America Credit Card Application and Credit Card Agreement and the WVR Acknowledgement and Authorization form.
- ☐ I reviewed the Equity Trade Agreement.
- ☐ I reviewed the Purchaser's Summary.
- ☐ I reviewed the Statement of Understanding.

**SALES COMPLIANCE POLICY CONCERNS:**

The following potential Sales Compliance Policy concerns were identified\*

- |   |   |
|---|---|
| <input type="checkbox"/> False Sense of Urgency (201)                       | <input type="checkbox"/> Company/Affiliation Relationships (216)          |
| <input type="checkbox"/> Pricing Discounts (202)                            | <input type="checkbox"/> External Communications (217)                    |
| <input type="checkbox"/> Gifting (203)                                      | <input type="checkbox"/> On-Site Solicitation (218)                       |
| <input type="checkbox"/> Rescission (204)                                   | <input type="checkbox"/> Disparaging Other Wyndham Worldwide Brands (219) |
| <input type="checkbox"/> Statistics/Resource Materials (205)                | <input type="checkbox"/> Advertising Programs (220)                       |
| <input type="checkbox"/> Tour Length (206)                                  | <input type="checkbox"/> Personal/Third Party Experiences (221)           |
| <input type="checkbox"/> Credit Reporting/Contract Enforceability (207)     | <input type="checkbox"/> Discrimination (301)                             |
| <input type="checkbox"/> Product/Program Features (208)                     | <input type="checkbox"/> Investment (302)                                 |
| <input type="checkbox"/> Referral (209)                                     | <input type="checkbox"/> Rental Income (303)                              |
| <input type="checkbox"/> Language Fluency (210)                             | <input type="checkbox"/> Tax Benefits (304)                               |
| <input type="checkbox"/> Fees (211)   | <input type="checkbox"/> Resale (305)                                     |
| <input type="checkbox"/> Future Product Enhancements/Resort Locations (212) | <input type="checkbox"/> Sales Documents/Tour Records (306)               |
| <input type="checkbox"/> Canceling Purchases with Competitors (213)         | <input type="checkbox"/> Financial Assistance (307)                       |
| <input type="checkbox"/> Resort Amenities/Quality (214)                     | <input type="checkbox"/> Confidential Information (308)                   |
| <input type="checkbox"/> Reservations (215)                                 | <input type="checkbox"/> Real Estate/Timeshare License (309)              |

Describe below any sales compliance policy concerns selected above\* or any other issue(s) of significance discussed with purchaser(s):

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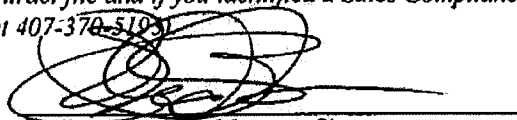
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**PLEASE INITIAL ONE OF THE FOLLOWING STATEMENTS:**

- ☒ Sale Was Closed (Retain original in the contract file.)
- ☐ Sale Was Not Closed (Retain original in the contract file and if you identified a Sales Compliance Policy concern, fax a copy to "Attention: Sales Compliance" at 407-376-5193)

  
Quality Assurance Manager\*\* (Please Print)

  
Quality Assurance Manager Signature

Date 12-15-10

\*\*Must be Certified

No. 1520/Rev.3-07



**WYNDHAM**  
VACATION RESORTS



I, [REDACTED] understand that my decision to purchase today was not based on any of the following reasons:

- 1) Outside financing - other than the contractual terms shown by Wyndham today
- 2) Resale
- 3) Investment
- 4) Tax Purposes
- 5) Rental

( [REDACTED]  
Name

12-15-10  
Date

[REDACTED]  
Name

12-15-10  
Date

\_\_\_\_\_  
QAO

\_\_\_\_\_  
Rep.

**ACKNOWLEDGEMENT AND DISCLOSURE STATEMENT  
WITH RESPECT TO PREFERRED HOTEL PRICING**

1. Individuals who are members of the CLUB WYNDHAM® Plus Program ("Members") are eligible to participate in the Preferred Hotel Pricing ("PHP") program and receive discounted stays at select hotels of the Wyndham Hotel Group, LLC ("Participating Hotels"). To receive the PHP rates, Members must log in to the secure area of the designated Wyndham web site (WyndhamVacationResorts.com) and use a hyperlink to access the Participating Hotels' reservation web site.
2. The PHP discounts currently available are 15% for non-Wyndham branded Participating Hotels and 20% for Wyndham branded Participating Hotels. Discounts are based on the best available rate set by each Participating Hotel. "Best Available Rate" means the lowest rate offered to the general public that carries no other terms, conditions or qualifications.
3. The PHP program is subject to separate terms and conditions of the Participating Hotels as may exist at the time of booking. The PHP program may terminate or change at any time. Members should not purchase a timeshare interest in reliance upon the continued availability of this program. Participating Hotels in the PHP program are subject to change at any time without notice.
4. Participation in the PHP program does not involve usage of the points that may be associated with their timeshare interest. Members must be in good standing in order to be eligible for this program. This program is not assignable or otherwise transferable by a Member.
5. Use of or participation in the PHP program is completely voluntary, and payment of any fee or other cost associated with the PHP program, if any, is required only upon use or participation.
6. If all or a portion of this program becomes unavailable, the offering of this program may be terminated.
7. The continued availability of the PHP program is not necessary for a purchaser's use and enjoyment of any accommodations in the timeshare plan purchased.
8. If you cancel your purchase contract within the stated cancellation period, the PHP program will not be available.

The undersigned Purchaser(s) acknowledge that he/they have read the foregoing document.

△ [REDACTED]  
PUR \_\_\_\_\_

12-15-10  
DATE

△ [REDACTED]  
PUR \_\_\_\_\_

12-15-10  
DATE

## Reciprocal Advance Reservation Priority Certificate

The property owner named below, who purchased at the Smoky Mountains sales office an undivided interest ("UDI") in Wyndham Smoky Mountains located in Sevierville, Tennessee and who has elected to become a member of the CLUB WYNDHAM Plus exchange program, is eligible to receive a Reciprocal Advance Reservation Priority for usage of accommodations at Wyndham Vacation Resorts Great Smokies Lodge located in Sevierville, Tennessee pursuant to the Reciprocal Advance Reservation Priority Usage Rules set forth below and the rules for the FairShare Plus exchange program.

Date: 12-15-2010

Property Owner: [REDACTED] HUSBAND AND WIFE

Contract Number: [REDACTED]

Wyndham Vacation Resorts, Inc., as Plan Manager of the FairShare Vacation Plan

By: [Signature]

Date: 12-15-2010

### USAGE RULES OF FAIRSHARE PLUS

1. The bearer of this Certificate, as a member in good standing of the CLUB WYNDHAM Plus exchange program, is entitled to a 13 month Advance Reservation Priority for usage of accommodations at the CLUB WYNDHAM Plus location at Wyndham Smoky Mountains located in Sevierville, Tennessee (the "Home Resort") pursuant to the FairShare Plus Vacation Plan Use Management Trust Agreement dated as of June 26, 1991, as amended as of March 16, 2009, and as may be further amended from time to time.
2. In addition to the Home Resort benefit described above, the CLUB WYNDHAM Plus member who is the bearer of this Certificate will have an 11 month Reciprocal Advance Reservation Priority ("RARP") for usage of accommodations at the resort known as Wyndham Vacation Resorts Great Smokies Lodge located in Sevierville, Tennessee, if such resort is developed and such inventory is included in the CLUB WYNDHAM Plus exchange program. The RARP allows the bearer of this Certificate the opportunity to make reservations through the CLUB WYNDHAM Plus exchange program for accommodations at Wyndham Vacation Resorts Great Smokies Lodge, 11 months before the beginning of the vacation period requested.
3. The Plan Manager of the FairShare Vacation Plan reserves the right to limit the availability of accommodations at Wyndham Vacation Resorts Great Smokies Lodge for reservations under the CLUB WYNDHAM Plus program for usage by CLUB WYNDHAM Plus exchange program members holding RARP Certificates. The availability of such inventory for exchange purposes is not guaranteed and its unavailability shall not affect the validity or enforceability of the property owner's UDI purchase at the Home Resort.
4. In the event Wyndham Vacation Resorts Great Smokies Lodge is not constructed, or Wyndham Vacation Resorts Great Smokies Lodge resort inventory is not included in the CLUB WYNDHAM Plus exchange program, this Certificate shall be void as to item number 2 above. The property owner understands that failure to construct Wyndham Vacation Resorts Great Smokies Lodge resort shall not affect the validity or enforceability of the property owner's UDI purchase at the Home Resort.
5. All exchange requests and related confirmations are based on availability.
6. This Certificate is not transferable and may not be assigned by the property owner without the prior written consent of the Plan Manager of the FairShare Vacation Plan.
7. All other CLUB WYNDHAM Plus rules and regulations apply as described in the Member's Directory.

Pro

Date: 12-15-2010

P

Date: 12-15-2010

Contract No. [REDACTED]

Member No. [REDACTED]

ACKNOWLEDGMENT AND DISCLOSURE STATEMENT  
CLUB WYNDHAM®PLUS /WYNDHAM REWARDS<sup>SM</sup> PROGRAM

1. The CLUB WYNDHAM Plus/Wyndham Rewards Program as more fully described by the Rules is attached hereto as **Exhibit A**.
2. Use and participation in the CLUB WYNDHAM Plus/Wyndham Rewards Program is completely voluntary and the payment of any fee or other cost is only required upon such use or participation.
3. The CLUB WYNDHAM Plus/Wyndham Rewards Program is not assignable or otherwise transferable.
4. If all or a portion of the CLUB WYNDHAM Plus/Wyndham Rewards Program becomes unavailable the offering of this program may be terminated.
5. The continued availability of the CLUB WYNDHAM Plus/Wyndham Rewards Program is not necessary for a purchaser's use and enjoyment of any accommodations in the timeshare plan purchased.
6. If you cancel your purchase contract within the stated cancellation period, the CLUB WYNDHAM Plus/Wyndham Rewards Program will not be available.

The undersigned Purchaser(s) acknowledge that he/they have received the foregoing document and attached **Exhibit A**.

PUR [REDACTED]

DATE 12-15-10

PU [REDACTED]

DATE 12-15-10